

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY

**ATLAS DATA PRIVACY CORPORATION,  
et al.,** CIVIL ACTION NUMBER:

*Plaintiffs,* 1:24-cv-03993-HB  
vs.

**BLACKBAUD, INC., et al.,** **STATUS CONFERENCE**  
*Defendants.*

**ATLAS DATA PRIVACY CORPORATION,  
et al.,** CIVIL ACTION NUMBER:

***Plaintiffs,*** 1:24-cv-03998-HB  
**vs**

**WHITEPAGES, INC., et al.,**  
*Defendants*

Mitchell H. Cohen Building & U.S. Courthouse  
4th and Cooper Streets  
Camden, New Jersey 08101  
Monday, June 3, 2024  
Commencing at 9:57 a.m.

B E F O R E: THE HONORABLE HARVEY BARTLE, III,  
UNITED STATES DISTRICT JUDGE (EDPA)

(CAPTION CONTINUED ONTO NEXT PAGES)

John J. Kurz, Federal Official Court Reporter  
John\_Kurz@njd.uscourts.gov  
(856) 576-7094

Proceedings recorded by mechanical stenography; transcript produced by computer-aided transcription.

**ATLAS DATA PRIVACY CORPORATION,  
et al.,** CIVIL ACTION NUMBER:

5 HIYA, INC., et al.,  
Defendants.

**CIVIL ACTION NUMBER:**

1:24-cv-04000-HB

**CIVIL ACTION NUMBER:**

1:24-cv-04037-HB

9 WE INFORM, LLC,  
*Defendants.*

11 ATLAS DATA PRIVACY CORPORATION,  
12 et al., *Plaintiffs,*  
vs

**CIVIL ACTION NUMBER:**

1:24-cv-04041-HB

14 INFOMATICS, LLC, et al.,  
*Defendants.*

**CIVIL ACTION NUMBER:**

1-24-cv-04045-HB

18 THE PEOPLE SEARCHERS, LLC, et al.,  
Defendants.

20 ATLAS DATA PRIVACY CORPORATION,  
et al.,  
21 *Plaintiffs,*  
vs

**CIVIL ACTION NUMBER:**

1 : 24-cv-04073-HB

23 COMMERCIAL REAL ESTATE EXCHANGE,  
INC., et al.,  
*Defendants.*

25 (CAPTION CONTINUED ONTO NEXT PAGES)

**ATLAS DATA PRIVACY CORPORATION,  
et al.,** CIVIL ACTION NUMBER:

7 ATLAS DATA PRIVACY CORPORATION, CIVIL ACTION NUMBER:  
et al.,  
8 Plaintiffs,  
1:24-cv-04077-HB  
vs.

10 CARCO GROUP INC., et al.,  
*Defendants.*

11 ATLAS DATA PRIVACY CORPORATION, CIVIL ACTION NUMBER:  
12 et al.,  
13 vs. Plaintiffs, 1:24-cv-04080-HB

16 ATLAS DATA PRIVACY CORPORATION, CIVIL ACTION NUMBER:  
et al.,  
17 Plaintiffs, 1:24-cv-04095-HB  
vs.

19 TWILIO INC., et al.,  
Defendants.

21 ATLAS DATA PRIVACY CORPORATION, CIVIL ACTION NUMBER:  
et al.,  
22 Plaintiffs, 1:24-cv-04096-HB  
vs.

(CAPTION CONTINUED ONTO NEXT PAGES)

**ATLAS DATA PRIVACY CORPORATION,  
et al.,** CIVIL ACTION NUMBER:

7 ATLAS DATA PRIVACY CORPORATION, CIVIL ACTION NUMBER:  
et al.,  
8 Plaintiffs,  
1:24-cv-04103-HB  
vs.

**YARDI SYSTEMS, INC., et al.,  
Defendants.**

11 ATLAS DATA PRIVACY CORPORATION, CIVIL ACTION NUMBER:  
12 et al.,  
13 *Plaintiffs*, 1:24-cv-04104-HB  
14

14 6SENSE INSIGHTS, INC., et al.,  
*Defendants.*

16 ATLAS DATA PRIVACY CORPORATION, CIVIL ACTION NUMBER:  
et al.,  
17 Plaintiffs, 1:24-cv-04105-HB  
vs.

21 ATLAS DATA PRIVACY CORPORATION, CIVIL ACTION NUMBER:  
et al.,  
22 Plaintiffs,  
vs.  
1:24-cv-04106-HB

23      **SEARCH QUARRY, LLC, et al.,**  
                *Defendants.*

25 (CAPTION CONTINUED ONTO NEXT PAGES)

**ATLAS DATA PRIVACY CORPORATION,  
et al.** CIVIL ACTION NUMBER:

7 ATLAS DATA PRIVACY CORPORATION, CIVIL ACTION NUMBER:  
et al.,  
8 Plaintiffs,  
1:24-cv-04110-HB  
vs.

10 ENFORMION, LLC, et al.,  
*Defendants.*

11 ATLAS DATA PRIVACY CORPORATION, CIVIL ACTION NUMBER:  
12 et al.,  
13 vs. Plaintiffs, 1:24-cv-04111-HB

14 COSTAR GROUP, INC., et al.,  
Defendants.

16 ATLAS DATA PRIVACY CORPORATION, CIVIL ACTION NUMBER:  
et al.,  
17 Plaintiffs, 1:24-cv-04112-HB  
MS

19 ORACLE INTERNATIONAL CORPORATION,  
et al.,  
*Defendants.*

21 ATLAS DATA PRIVACY CORPORATION, CIVIL ACTION NUMBER:  
et al.,  
22 Plaintiffs,  
vs.

(CAPTION CONTINUED ONTO NEXT PAGES)

**ATLAS DATA PRIVACY CORPORATION,  
et al.** CIVIL ACTION NUMBER:

6 ATLAS DATA PRIVACY CORPORATION, CIVIL ACTION NUMBER:  
7 et al.,  
8 Plaintiffs, 1:24-cv-04141-HB

9 DIGITAL SAFETY PRODUCTS, LLC, et al.,  
*Defendants.*

**CIVIL DATA RESEARCH,**  
*Defendants.*

18 SCALABLE COMMERCE, LLC, et al.,  
*Defendants.*

25 (CAPTION CONTINUED ONTO NEXT PAGES)





	ATLAS DATA PRIVACY CORPORATION, et al.,	CIVIL ACTION NUMBER:
2	<i>Plaintiffs,</i>	1:24-cv-04230-HB
3	vs.	
4	 <b>CORELOGIC, INC., et al.,</b>	
5	<i>Defendants.</i>	
6	 <hr/>	
7	ATLAS DATA PRIVACY CORPORATION, et al.,	CIVIL ACTION NUMBER:
8	<i>Plaintiffs,</i>	1:24-cv-04233-HB
9	vs.	
10	 <b>BLACK KNIGHT TECHNOLOGIES, LLC,</b>	
11	et al.,	
12	<i>Defendants.</i>	
13	 <hr/>	
14	ATLAS DATA PRIVACY CORPORATION, et al.,	CIVIL ACTION NUMBER:
15	<i>Plaintiffs,</i>	1:24-cv-04256-HB
16	vs.	
17	 <b>ZILLOW, INC., et al.,</b>	
18	<i>Defendants.</i>	
19	 <hr/>	
20	ATLAS DATA PRIVACY CORPORATION, et al.,	CIVIL ACTION NUMBER:
21	<i>Plaintiffs,</i>	1:24-cv-04261-HB
22	vs.	
23	 <b>EQUIMINE, INC., et al.,</b>	
	<i>Defendants.</i>	
 <hr/>		
21	ATLAS DATA PRIVACY CORPORATION, et al.,	CIVIL ACTION NUMBER:
22	<i>Plaintiffs,</i>	1:24-cv-04269-HB
23	vs.	
 <hr/>		
23	THOMSON REUTERS CORPORATION, et al.,	
	<i>Defendants</i>	

*United States District Court  
District of New Jersey*

**ATLAS DATA PRIVACY CORPORATION,  
et al.,**

**CIVIL ACTION NUMBER:**

*Plaintiffs,*  
vs.

1:24-cv-04271-HB

**CHOREOGRAPH LLC, et al.,  
Defendants.**

**ATLAS DATA PRIVACY CORPORATION,  
et al**

**CIVIL ACTION NUMBER:**

1-24-cv-04288-HB

**TRANSUNION, LLC, et al.,**  
*Defendants*

**ATLAS DATA PRIVACY CORPORATION,  
et al**

**CIVIL ACTION NUMBER:**

*et al.,* *Plaintiffs,*

1:24-cv-04292-HB

**MELISSA DATA CORP., et al.,**  
*Defendants.*

**ATLAS DATA PRIVACY CORPORATION,  
et al**

**CIVIL ACTION NUMBER:**

1 : 24-cv-04298-HB

EQUIFAX INC., et al.,

### ***Defendants.***

**ATLAS DATA PRIVACY CORPORATION,  
et al.**

**CIVIL ACTION NUMBER:**

1-24-cv-04299-HB

SPOKEO, INC., et al.,

(CAPTION CONTINUED ONTO NEXT PAGES)

**1** \_\_\_\_\_  
**2** ATLAS DATA PRIVACY CORPORATION,  
et al., CIVIL ACTION NUMBER:

3 | Plaintiffs, 1:24-cv-04324-HB

RESTORATION OF AMERICA, et al.,  
Defendants.

ATLAS DATA PRIVACY CORPORATION,  
et al.,  
*Plaintiffs,*  
CIVIL ACTION NUMBER:  
1 : 24-cv-04345-HB

9 i360, LLC, et al.,

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ATLAS DATA PRIVACY CORPORATION, CIVIL ACTION NUMBER:

Plaintiffs,  
vs.  
TELYXX LLC et al.

15 ATLAS DATA PRIVACY CORPORATION,  
16 et al., CIVIL ACTION NUMBER:  
*Plaintiffs.* 1:24-cv-04380-HB

18 GOHUNT, LLC, et al.,  
Defendants.

20 ATLAS DATA PRIVACY CORPORATION, CIVIL ACTION NUMBER:  
et al.,  
21 Plaintiffs, 1:24-cv-04383-HB

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*United States District Court  
District of New Jersey*

CIVIL ACTION NUMBER:

**CIVIL ACTION NUMBER:**

ATLAS DATA PRIVACY CORPORATION,  
et al.,  
*Plaintiffs,*  
vs.  
FORTNOFF FINANCIAL, LLC, et al.  
*Defendants*

**CIVIL ACTION NUMBER:**

**CIVIL ACTION NUMBER:**

ATLAS DATA PRIVACY CORPORATION,  
et al.,  
*Plaintiffs,*  
vs.  
E-MERGES.COM, INC.,  
*Defendant*

**CIVIL ACTION NUMBER:**

(CAPTION CONTINUED ONTO NEXT PAGES)

**ATLAS DATA PRIVACY CORPORATION,  
et al.,**

**CIVIL ACTION NUMBER:**

*Plaintiffs,*  
vs.

1:24-cv-04442-HB

**WILAND, INC., et al.,**  
*Defendants.*

**ATLAS DATA PRIVACY CORPORATION,  
et al**

**CIVIL ACTION NUMBER:**

1-24-cv-04447-HB

**ATDATA, LLC, et al.,**  
*Defendants*

**ATLAS DATA PRIVACY CORPORATION,  
et al**

**CIVIL ACTION NUMBER:**

*et al.,* Plaintiffs,

1:24-cv-04566-HB

LEXISNEXIS RISK DATA MANAGEMENT

LLC, et al.,  
*Defendants.*

**ATLAS DATA PRIVACY CORPORATION,  
et al.,**

**CIVIL ACTION NUMBER:**

*Plaintiffs,*  
**vs**

1:24-cv-04571-HB

**PRECISELY HOLDINGS, LLC, et al.,**  
*Defendants.*

**ATLAS DATA PRIVACY CORPORATION,  
et al**

**CIVIL ACTION NUMBER:**

1·24-cv-04609-HB

NUWBUR, INC., et al.,  
*Defendants*

(CAPTION CONTINUED ONTO NEXT PAGES)



1  
2                   **ATLAS DATA PRIVACY CORPORATION,**  
3                   **et al.,**

4                   *Plaintiffs,*

5                   **vs.**

6  
7                   **FIRST AMERICAN FINANCIAL**  
8                   **CORPORATION, et al.,**

9                   *Defendants.*

10                  **CIVIL ACTION NUMBER:**

11                  **1:24-cv-05334-HB**

12                  **ATLAS DATA PRIVACY CORPORATION,**  
13                  **et al.,**

14                  *Plaintiffs,*

15                  **vs.**

16                  **PROPERTYRADAR, INC., et al.,**  
17                  *Defendants.*

18                  **CIVIL ACTION NUMBER:**

19                  **1:24-cv-05600-HB**

20                  **ATLAS DATA PRIVACY CORPORATION,**  
21                  **et al.,**

22                  *Plaintiffs,*

23                  **vs.**

24                  **THE ALESCO GROUP, L.L.C.,**  
25                  *Defendants.*

26                  **CIVIL ACTION NUMBER:**

27                  **1:24-cv-05656-HB**

28                  **ATLAS DATA PRIVACY CORPORATION,**  
29                  **et al.,**

30                  *Plaintiffs,*

31                  **vs.**

32                  **SEARCHBUG, INC.,**  
33                  *Defendants.*

34                  **CIVIL ACTION NUMBER:**

35                  **1:24-cv-05658-HB**

36                  **ATLAS DATA PRIVACY CORPORATION,**  
37                  **et al.,**

38                  *Plaintiffs,*

39                  **vs.**

40                  **AMERILIST, INC., et al.,**  
41                  *Defendants.*

42                  **CIVIL ACTION NUMBER:**

43                  **1:24-cv-05775-HB**

1        **A P P E A R A N C E S:**

2                    BOIES SCHILLER FLEXNER LLP  
3                    BY: ADAM R. SHAW, ESQUIRE  
3                    30 South Pearl Street, 12th Floor  
4                    Albany, New York 12207  
4                    For the Plaintiffs

5                    BOIES SCHILLER FLEXNER LLP  
6                    BY: HSIAO (MARK) C. MAO, ESQUIRE  
6                    44 Montgomery Street, 41st Floor  
7                    San Francisco, California 94104  
7                    For the Plaintiffs

8                    MORGAN & MORGAN  
9                    BY: RYAN JOSEPH McGEE, ESQUIRE  
9                    201 N. Franklin Street, 7th Floor  
10                  Tampa, Florida 33602  
10                  For the Plaintiffs

11                  PEM LAW LLP  
12                  BY: RAJIV D. PARIKH, ESQUIRE  
12                  1 Boland Drive, Suite 101  
13                  West Orange, New Jersey 07052  
13                  For the Plaintiffs

14                  TROUTMAN PEPPER HAMILTON SANDERS LLP  
15                  BY: ANGELO A. STIO III, ESQUIRE  
15                  MELISSA CHUDEREWICZ, ESQUIRE  
16                  301 Carnegie Center, Suite 400  
16                  Princeton, New Jersey 08543  
17                  For the Defendants CARCO Group Inc.; Acxiom, LLC;  
18                  AtData, LLC; Deluxe Corporation; DM Group, Inc.;  
18                  Enformion, LLC; Red Violet, Inc.; Remine Inc.;  
19                  RocketReach LLC; CoreLogic, Inc.

20                  VEDDER PRICE, P.C.  
21                  BY: BLAINE C. KIMREY, ESQUIRE  
21                  222 North LaSalle Street  
22                  Chicago, Illinois 60601  
22                  For the Defendants Whitepages, Inc., and Hiya, Inc.,  
23                  et al.

24                  (Appearances continued onto next page.)

1           **A P P E A R A N C E S: (Continued)**

2           SEYFARTH SHAW LLP  
3           By: ROBERT T. SZYBA, Esquire  
4           620 Eighth Avenue, 32nd Floor  
5           New York, New York 10018  
6           For the Defendants Infomatics, LLC; The People  
7           Searchers, LLC; and We Inform, LLC, et al.

8           McCARTER & ENGLISH, LLP  
9           BY: SCOTT S. CHRISTIE, ESQUIRE  
10          Four Gateway Center  
11          100 Mulberry Street  
12          Newark, New Jersey 07102  
13          For the Defendants Black Knight Technologies, LLC and  
14          Black Knight, Inc.

15          HOGAN LOVELLS US LLP  
16          BY: DAVID M. CHEIFETZ, ESQUIRE  
17          390 Madison Avenue  
18          New York, New York 10017  
19          For the Defendant The Lifetime Value Co.

20          LATHAM & WATKINS, LLP  
21          BY: ROBERT C. COLLINS, III, ESQUIRE  
22          330 North Wabash Avenue, Suite 2800  
23          Chicago, Illinois 60611  
24          For the Defendants CoStar Group, Inc.; CoStar Realty  
25          Information, Inc.; Lightbox Parent, L.P.; Lightbox  
Holdings, L.P.; Oracle International Corporation; Oracle  
America, Inc.; Oracle Corp.; PeopleConnect Holdings,  
Inc.; Intelius, LLC; and PeopleConnect Intermediate, LLC

26          FAEGRE DRINKER BIDDLE & REATH LLP  
27          BY: ROSS LEWIN, ESQUIRE  
28          105 College Road East, Suite 300  
29          Princeton, New Jersey 08542  
30          For the Defendants Epsilon Data Management, LLC;  
31          Conversant LLC; and Citrus Ad International, Inc.

32          SAUL EWING LLP  
33          BY: WILLIAM C. BATON, ESQUIRE  
34          1 Riverfront Plaza, 1037 Raymond Boulevard  
35          Apartment 1520  
36          Newark, New Jersey 07102  
37          For the Defendants Precisely and Valassis

38           (Appearances continued onto next page.)

1           **A P P E A R A N C E S: (Continued)**

2           PARKER POE ADAMS & BERNSTEIN, LLP  
3           BY: SARAH FULTON HUTCHINS, ESQUIRE  
4           620 South Tryon Street, Suite 800  
5           Charlotte, North Carolina 28202  
6           For the Defendant BlackBaud, Inc.

7           **Also Present:**

8           Larry MacStravic, The Courtroom Deputy

9           Maria Cosma, Judicial Law Clerk

10          (Further appearances of counsel are listed on sign-in sheet,  
11           Attachment 1, to the docket minute entry.)

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1 (PROCEEDINGS held in open court before The Honorable  
2 Harvey Bartle, III, United States District Judge, at  
3 9:57 a.m. as follows:)

4 THE COURTROOM DEPUTY: All rise.

5 THE COURT: Good morning. You may be seated.

6 MR. SHAW: Good morning, Your Honor.

7 MR. PARIKH: Good morning.

8 MR. STIO: Good morning, Your Honor.

9 MS. CHUDEREWICZ: Good morning.

10 THE COURT: Thank you for coming. The topic of this  
11 morning's conference centers on the scope of discovery with  
12 respect to the remand motions and also a briefing schedule.  
13 But before we get to that, there's some issue that's been  
14 raised about the form of discovery.

15                   Mr. Stio has disputed that. And I guess the question  
16 is whether we should try to go through the various requests,  
17 get it decided here today, and put it in an order, rather than  
18 wait for Rule 34 motions to be filed and then objections and  
19 all the rest of it. Because I think the issues are pretty well  
20 teed up here at this point.

21 | Mr. Stio, I'll hear from you on that.

22 MR. STIO: Good morning, Your Honor.

23 THE COURT: Good morning.

24 MR. STIO: My view on that is that there's a process  
25 under the federal rules so that we can have certainty as to

1 what documents are being requested, whether there are documents  
2 that are being withheld, whether there are documents that they  
3 don't have, and if they're claiming privilege over documents,  
4 we would like to see what they're claiming privilege over.

5 I think with the order, it provides a vagueness where  
6 a party could take advantage of that. And my preference would  
7 be to follow the federal rules. There's a process in place. I  
8 know that other courts have employed that even with subject  
9 matter jurisdiction, and I would respectfully request that we  
10 use that here, Your Honor.

11 THE COURT: Mr. Shaw.

12 MR. SHAW: Good morning, Your Honor. Adam Shaw for  
13 the plaintiffs.

14 THE COURT: Good morning. Yeah.

15 MR. SHAW: We think that that's just an overburden in  
16 this situation here. We tried to follow Your Honor's direction  
17 at the last conference that we not slice this too thin. We are  
18 trying to give them everything about the assignment that they  
19 could gain the information that they need for this  
20 jurisdiction.

21 I think it's important to remember the context. The  
22 context is they have the burden of proving that we colluded for  
23 the purpose of somehow getting these, you know, subset of  
24 undefined group of the remand defendants into state court, even  
25 though there's double that amount that are in federal court.

1           I mean, the initial assumption is a fiction. We  
2 asked them, what is it that you want? What's the basis of it?  
3 And they said, we don't have a factual basis for determining  
4 collusion. We have speculation. And so we're trying to put a  
5 reasonable, efficient way of getting them the information that  
6 they need.

7           They want information about the assignments, here's  
8 our list, we're giving you the assignments, we're giving you --  
9 you could determine the amount of the assignment, the timing of  
10 the assignment, the relationship between the parties in the  
11 assignment. We're giving them that. They raised an issue  
12 about the PBA. We're going to give them the PBA documents.  
13 Most importantly, we're going to give them a 30(b) (6) witness.  
14 Half of these questions that they have about motive, they could  
15 just get it from the 30(b) (6) witness. Instead they want us to  
16 engage in this wholesome process that we think goes too far,  
17 because then we're going to start arguing about, you know, what  
18 are the sources, what are the search terms, what are all of the  
19 things that are just unnecessary here, especially when you have  
20 a 30(b) (6) witness.

21           THE COURT: Mr. Stio.

22           MR. STIO: I think we got a little bit off of the  
23 subject of what is the form, but, Your Honor, I want to try to  
24 prevent gamesmanship here. I want to serve document requests.  
25 I want to serve a Rule 30(b) (6) notice. They are not

1 burdensome. They are very narrow. They focus on the *Grassi*  
2 factors that the plaintiffs admit are relevant. And one of the  
3 things that they fail to recognize to Your Honor but they have  
4 in their document, the letter that they submitted, is all the  
5 cases that we have put in our letter talk about the totality of  
6 the circumstances. And the scope is not narrow collusion. The  
7 scope is, who is the real party in interest?

8 And our document requests, our topics are targeted to  
9 that. And they're targeted to issues of what communications  
10 occurred here. And we're not looking for broad ESI. But we  
11 have put before Your Honor a factual basis for why we think  
12 that there is collusion and why Atlas isn't a real party in  
13 interest.

14 In April of 2023, Atlas started soliciting all of  
15 these police officers. They have come to this Court on two  
16 prior occasions saying, we have to get these nondisclosure  
17 requests in place, we need people to start taking things down.  
18 They held on to these documents since April of 2023, these  
19 assignments, some of them.

20 We need to know what representations, what  
21 communications were occurring with the PBA.

22 Now, they said, well, we're going to give the PBA  
23 documents. No. If you look at what they proposed, they're  
24 going to give us a contract. They're not going to give us any  
25 communications with Pat Colligan of why he's writing a letter

1       on April 5th saying, "Atlas Privacy, the time is now, sign up."

2               They jerry-rigged this to create a lawsuit --

3               THE COURT: I think we're getting off the subject. I  
4       really want to talk about the format.

5               MR. STIO: Okay.

6               THE COURT: And there are two ways to go here. One  
7       is the more traditional way, you file your motion or your  
8       request for production and so forth, and then the plaintiff  
9       objects if it believes that you're asking for things that  
10      you're not entitled to. And that's going to delay it.

11               Now, in this case, unlike many cases, you've already  
12      set forth what you want in your letter to me and to counsel,  
13      and they have set forth what they're prepared to give. So it  
14      seems to me it would expedite the matter if the Court entered  
15      an order, after discussion here today, what the plaintiff will  
16      be required to produce.

17               Your record is protected because this hearing is on  
18      the record, and like any other hearing, you have made a record  
19      as to what you wanted and what the Court may not permit you to  
20      have and any other discovery dispute. So it seems to me we're  
21      in a position to go through the list today. We know what the  
22      plaintiff is willing to produce, and then you can make your  
23      pitch about what should be added and then I enter an order,  
24      require the plaintiffs to produce the documents within a  
25      certain period of time, and we'll deal with that subject with

1 respect to the Rule 30(b) (6) depositions, what the topics are,  
2 and we'll get that straightened out, and then you'll have your  
3 30(b) (6) deposition after you receive the documents, and then  
4 we'll have briefing. I mean, it seems to me pretty  
5 straightforward, particularly the way it's been set up so far  
6 with your disclosing exactly what you want.

7 So in effect, you have prepared your Rule 34 request.

8 MR. STIO: I understand that, Your Honor.

9 Can I ask a question?

10 THE COURT: Sure.

11 MR. STIO: Would any order include the obligation to  
12 identify what documents are being withheld, what documents  
13 don't exist, and a privilege log if they're withholding  
14 documents on privilege?

15 THE COURT: Well, according to their letter, there  
16 are certain things that they said they would be willing to  
17 produce, but they say they have no documents. That's true in  
18 any discovery. You file your request under Rule 34, and the  
19 other side responds, "we don't have any documents," correct?  
20 So if I order them to produce documents and then they say they  
21 don't have the documents, unless you find out later they do,  
22 that's the end of the story, isn't it?

23 MR. STIO: I --

24 THE COURT: I mean, discovery depends on the good  
25 faith of the parties.

1                   MR. STIO: Correct, Your Honor. But what I would  
2 like --

3                   THE COURT: I'm not about to go make an inspection of  
4 all of their records, nor is anyone else.

5                   MR. STIO: No; I hear Your Honor. But what I'm  
6 asking for is, when they produce documents, if they are not  
7 going to produce a category, I would like to have it in  
8 writing. Or if they are withholding documents on the basis of  
9 privilege, before I go down a path of having to take a  
10 deposition, I just want to know, if documents exist, if they  
11 are claiming that they're going to withhold anything on  
12 privilege.

13                  THE COURT: Well, they're always entitled to withhold  
14 privileged documents, but you just want the identification of  
15 any relevant document that you think -- that they think is  
16 privileged; is that right?

17                  MR. STIO: And I'm fine with them exercising their  
18 right for privilege, but I think I should be able to see a  
19 privilege log of what they're claiming privilege over.

20                  THE COURT: Well, let me ask Mr. Shaw. I guess -- go  
21 ahead.

22                  MR. SHAW: You know, he said he didn't want to get  
23 involved in gamesmanship and Your Honor said, you know, there's  
24 got to be good faith. We're coming to this in good faith. If  
25 he asks a question at the 30(b)(6) deposition and it gets into

1       a time period when Atlas was talking to attorneys, then a  
2 privilege assertion will be made.

3                  THE COURT:    Absolutely.

4                  MR. SHAW:   I don't -- from our list, because our list  
5 is set up so that it's not excluding privileged documents  
6 necessarily, so --

7                  THE COURT:   It is excluding or is not?

8                  MR. SHAW:   I mean, I guess -- I don't think -- we  
9 didn't set it up that way.   We set it up with the documents  
10 we're willing to give them.   We're not aware of any  
11 documents -- I mean, obviously after litigation started and we  
12 got into these kinds of things there's now privileged  
13 documents.   But at the time of these assignments, I don't think  
14 there was.

15                 THE COURT:   Right.

16                 MR. SHAW:   So I think he should just ask the 30(b) (6)  
17 witness; and if he says there's privileged stuff, then we can  
18 raise it at that point and then give them an identification of  
19 those.

20                 THE COURT:   Is there anyone else who wants to say  
21 anything on this issue?   Let me hear from anybody else on the  
22 form of discovery, whether the Court ought to enter an order  
23 requiring plaintiff to produce certain documents, or should we  
24 go the route of waiting until the defendants serve the Rule 34  
25 request?

1                   Anybody have anything to add on that subject?

2                   All right. Yes, sir.

3                   MR. KIMREY: Your Honor, Blaine Kimrey for Whitepages  
4 and Hiya.

5                   THE COURT: Go ahead.

6                   MR. KIMREY: We're actually fine with formal requests  
7 or an order by the Court because the effect will be the same.  
8 And you're right, Your Honor. We think that maybe an order  
9 would be more efficient.

10                  THE COURT: Right.

11                  MR. KIMREY: But we agree with Mr. Stio that the rule  
12 should be followed with respect to what's being produced,  
13 what's being held back, what doesn't exist and that a privilege  
14 log be provided. Because I am concerned that plaintiffs'  
15 counsel, in drafting their list, has drafted it in a way to  
16 circumvent privileged documents and we need to know if there  
17 are documents withheld based on privilege.

18                  THE COURT: Right.

19                  MR. KIMREY: So that's our position, Your Honor.

20                  THE COURT: All right. Thank you.

21                  MR. KIMREY: And also to clarify something in the  
22 letter that they sent last night, they suggested that the  
23 defendants that didn't opt into the Troutman letter didn't  
24 agree with it.

25                  That's not the case. My understanding -- we

1 supported the Troutman letter.

2 THE COURT: Right.

3 MR. KIMREY: And actually participated in one of the  
4 meet-and-confers, which is noted in the footnote in the letter  
5 of the opposition.

6 THE COURT: Right.

7 MR. KIMREY: I hesitate to do this again because it  
8 kind of came back to haunt me when I did it last time, but I  
9 don't think any one of the defense lawyers here opposes the  
10 positions fundamentally that Mr. Stio is taking.

11 THE COURT: All right.

12 MR. KIMREY: I think that we support him.

13 THE COURT: All right. Well, that deals with the  
14 scope of discovery.

15 All right. I think what I'm going to do is I'm going  
16 to ultimately enter an order which will identify the documents  
17 to be produced by the plaintiff, and we'll set a deadline and  
18 then time for the Rule 30(b) (6) deposition and then the  
19 briefing schedule.

20 But I think what we need to do now is take  
21 Mr. Parikh's letter and, Mr. Stio, you can start with that, and  
22 you can make your argument as to what additional materials are  
23 to be produced, all right, so I can then have a --

24 MR. PARIKH: Your Honor.

25 THE COURT: Yeah.

1                   MR. PARIKH: Your Honor, Raj Parikh on behalf of the  
2 plaintiffs. Just one thing on the privilege log before we  
3 start going through the categories.

4                   THE COURT: Yeah.

5                   MR. PARIKH: So I think we're fine with advising  
6 them, you know, if there's a category of documents, we've  
7 talked about what it is. So if we say, for example, the  
8 service terms, and we're talking about providing multiple  
9 iterations of the service terms --

10                  THE COURT: Right.

11                  MR. PARIKH: -- we have no issue saying to them we've  
12 withheld documents on the basis of privilege. I think with  
13 some of their categories, if there is a desire from the defense  
14 that we produce a full-blown privilege log, then we're talking  
15 about a significant amount of information, perhaps. I'm not  
16 sure, but, you know, if we start getting into emails and things  
17 like that.

18                  And just by way of simple example, Your Honor, you  
19 know, most of these cases were filed starting in early  
20 February. So from some point in late January or mid-January  
21 through early February, there's obviously a lot of activity to  
22 get, you know, 140-plus cases ready for filing.

23                  THE COURT: Right.

24                  MR. PARIKH: To have to create a privilege log within  
25 that time period would be significant in terms of the

1 proportionality analysis and for plaintiffs to have to go  
2 through that, so if we put some time parameters on it. If  
3 they're interested in, you know, prior to the notices being  
4 served, for example, in December and putting that on as a  
5 privilege log, I think we can work through those issues. But I  
6 just want to frame that as, you know, one particular issue in  
7 terms of proportionality.

8 THE COURT: Well, what would be done in the normal  
9 Rule 34 request for production?

10 MR. PARIKH: So it would be that there would be a  
11 full-blown privilege log, Your Honor. But it would -- if we're  
12 limiting it just to subject matter jurisdiction, then we would  
13 be talking about search terms, you know, which custodians,  
14 documents would have to be searched for, et cetera, and that  
15 will add significant time, I think, to this process.

16 And so I think what we've proposed, because we've  
17 gone through a good faith analysis with our client, we don't  
18 believe that the communications that Mr. Stio is talking about  
19 exist, but we don't want to end up in a gotcha game where, you  
20 know, there might be one errant email or something along those  
21 lines seven months down the road that somebody construes to be  
22 related to this issue when it really is not.

23 THE COURT: Okay. Well, we'll get to that.

24 MR. PARIKH: Okay. Thank you, Your Honor.

25 THE COURT: Why don't we -- I assume, Mr. Stio, you

1 have no objection to the production of the documents identified  
2 in Mr. Parikh's June 2nd letter. Start with that. There are  
3 items 1 through 7.

4 MR. STIO: I do have an objection.

5 THE COURT: All right. Now, let's talk about what  
6 you want in addition to that.

7 MR. STIO: Well, no, I have an objection as to those  
8 items. And the objection is, Your Honor --

9 THE COURT: You object to the production?

10 MR. STIO: On what they have in their letter, yeah.

11 If Your Honor would go to page 2 of their letter --

12 THE COURT: Yeah.

13 MR. STIO: -- they have used a defined term as  
14 "relevant time period," or "relevant period."

15 During the last --

16 THE COURT: Well, what --

17 MR. STIO: On Item No. 1, it's at -- three-quarters  
18 down there.

19 THE COURT: Oh, I see. You're right.

20 MR. STIO: Yeah.

21 So during the last conference, Your Honor, they  
22 represented that they were going to produce at least three  
23 versions of the service terms. And the versions date back to  
24 January of 2023.

25 THE COURT: Right.

1                   MR. STIO: This definition, which carries over not  
2 only in number 1, but also in number 3 --

3                   THE COURT: Right.

4                   MR. STIO: -- seems to narrow that to the time that  
5 they sent out their first nondisclosure request on Christmas  
6 Eve or New Year's Eve, not dating back to January 2023, not at  
7 the time of April 5, 2023 when they were out at conventions for  
8 the PBA soliciting members to sign up. And I think that  
9 they've really constrained it and they've walked back from what  
10 they represented to this Court.

11                  THE COURT: So what would you suggest is the time  
12 period?

13                  MR. STIO: I think the relevant time period is  
14 January 1, 2023 to the present.

15                  THE COURT: All right. Let's just deal with that.

16                  Mr. Shaw, what about that?

17                  MR. PARIKH: Your Honor, I can handle that.

18                  THE COURT: Mr. Parikh, go ahead.

19                  MR. PARIKH: Yes.

20                  So we have no problem with January 1, 2023, Judge.  
21 That's fine. We've said that. We said we would provide the  
22 service terms. I think coming up to the present date is a  
23 little bit of an issue for the reasons that I said, to the  
24 extent that they want privilege logs. If it's just about the  
25 service terms, that's fine, we can give them the service terms

1       in place for this --

2                   THE COURT: Yeah. What would be the relevance of any  
3 service terms that have been developed since the last case was  
4 filed?

5                   When was the last case filed?

6                   MR. PARIKH: Late February, Your Honor.

7                   THE COURT: Okay. So if they recently developed a  
8 service term in May, what relevance is that to our cases here?

9                   MR. STIO: My belief, Your Honor, I don't have the  
10 document in front of me, when I looked at it, service terms  
11 have a provision that say they can be amended by Atlas at any  
12 time, similar to what their terms of use in their privacy  
13 policies say.

14                  So if there is a superseding document where someone  
15 has a membership and has a service and the service term is  
16 amended by something that occurs after February 4, 2024, which  
17 is the latest one that was on their website, we would want to  
18 look at that.

19                  THE COURT: Right.

20                  MR. PARIKH: So two points, Judge. One, I'm not sure  
21 what that has to do with subject matter jurisdiction, right?  
22 They've -- the cases before that --

23                  THE COURT: Right. Because the case was filed --  
24 it's what happened as of the time the complaint was filed. And  
25 so what happened afterwards has nothing to do with collusion,

1 does it?

2 MR. STIO: Your Honor, if they filed the case and the  
3 percentage of sharing of the recovery has changed, I think it  
4 goes back to whether or not this was a legitimate assignment.

5 THE COURT: I see.

6 MR. PARIKH: And to short-circuit, Your Honor, I  
7 don't believe the service terms have been amended since before  
8 the first case was filed.

9 THE COURT: Well, then, why are we -- let's not fuss  
10 about it. It's a moot point. We'll just say January 1, 2023  
11 up to the present.

12 MR. PARIKH: And what we said, Your Honor, because we  
13 don't want to use that time period for every category, we said  
14 until the last case was filed, because that would be relevant  
15 to a subject matter-jurisdiction analysis. And that's what we  
16 put in our definition -- "to the date of the last filed  
17 complaint."

18 THE COURT: What about that, Mr. Stio?

19 MR. STIO: Your Honor, I'm fine with "the last filed  
20 complaint."

21 THE COURT: All right. "Last filed complaint." All  
22 right.

23 January 1, 2023, last filed complaint, as to  
24 number 1. All right.

25 How about number 2?

1                   MR. STIO: So, if we're dealing with relevant period  
2 and that's the same for number 2a --

3                   THE COURT: Make it the same relevant period,  
4 January 1, 2023 through February 4, 2024.

5                   MR. STIO: That's fine.

6                   THE COURT: All right. Number 3. Again, amending  
7 the relevant time period.

8                   MR. STIO: As long as we get all versions with the  
9 amended time period, that's fine.

10                  THE COURT: Okay.

11                  MR. PARIKH: Judge, on this one, I believe that some  
12 of the defendants -- and I'm happy to continue forward if you'd  
13 like to, but I know that some defendants -- and I believe  
14 Mr. Christie is standing there to raise this very issue, I  
15 presume -- but have requested copies of every single assignment  
16 confirmation.

17                  What we have proposed is to provide templates and  
18 then a chart, essentially, that lists out what those issues  
19 are. So I wanted to raise that if this is the appropriate  
20 moment to do so.

21                  THE COURT: Mr. Stio, and then we'll hear from  
22 Mr. Christie.

23                  MR. STIO: One of the issues that we have, Your  
24 Honor, on that is they have produced the spreadsheets that Your  
25 Honor ordered them to produce of the assignors.

1                   THE COURT: Right.

2                   MR. STIO: And the spreadsheets have far, far more  
3 names identified than what we believe were sent out. They have  
4 far, far more names identified than actually what is alleged in  
5 each of the complaints. And in my client's instances, we've  
6 received spreadsheets of, you know, 35,000 names, 40,000 names.  
7 And you look at the complaint, and the number of covered  
8 persons or assignors are 19,000.

9                   THE COURT: Right.

10                  MR. STIO: And we just want to know, well, what's  
11 going on and who are the assignors? I think we're entitled to  
12 know the identity.

13                  THE COURT: Mr. Parikh.

14                  MR. PARIKH: So, with all due respect to Mr. Stio,  
15 that's factually inaccurate. The lists may have 40,000  
16 entries, but it still is the 16-, 17-, 18,000, 19,000 names for  
17 each particular defendant. And the reason why the list is set  
18 up that way is because you have an individual, a police  
19 officer, that may have made a request to Mr. Stio's client to  
20 remove their home address and a phone number and a second phone  
21 number, which would be three requests for that one person.

22                  THE COURT: I see.

23                  MR. PARIKH: So when you talk about 35- to 40,000,  
24 that's the reason.

25                  The other thing, Your Honor, is the list is unique

1 for each and every single defendant entity. And so as I  
2 mentioned during our prior conferences, different people on  
3 board at a different time since the Atlas system and they sent  
4 to a different entity.

5 THE COURT: Okay.

6 MR. PARIKH: So the list we provided in order to have  
7 these defendants comply with Daniel's Law, which some of them  
8 still haven't done that as we stand here today, was as a  
9 courtesy so that they could do that.

10 We have represented to them these are the individuals  
11 that have transmitted requests to your entity.

12 Some of the defendants, Judge, and obviously with  
13 even just the 30-plus defendants here that are remand  
14 defendants, some of them put blocks in place. So they stopped  
15 receiving emails because they didn't want them. Others it went  
16 to spam. So there's all kinds of little issues. None of that  
17 has to do with subject matter jurisdiction, which is what we're  
18 here for.

19 So we got a request that they want the dates of the  
20 assignments. We said, we don't really think it's necessary for  
21 subject matter jurisdiction, but fine, we'll give it to you,  
22 we'll put it in a chart. You'll have the name of the person.  
23 You'll have the date of their assignment, the information that  
24 they requested to be redacted, and then we also went the extra  
25 step to say that we'll also provide to you a categorization of

1 who that person is, whether they're law enforcement, a  
2 prosecutor, a judicial officer, or a family member.

3 THE COURT: All right.

4 MR. STIO: Do you want to hear from Mr. Christie?

5 THE COURT: All right. Yes.

6 MR. CHRISTIE: Thank you.

7 THE COURT: You're welcome.

8 State your name for the record, please.

9 MR. CHRISTIE: Yes, Your Honor. Scott Christie on  
10 behalf of Black Knight Technologies.

11 THE COURT: Yes.

12 MR. CHRISTIE: A couple quick things, Judge.

13 We have received, as Mr. Stio mentioned, the covered  
14 persons list. We have crunched them based on what we can do by  
15 virtue of comparison to the emails that we received, and there  
16 are thousands, Judge, thousands of names that we do not  
17 recognize from the emails.

18 I've conversed with Mr. Parikh about this. And,  
19 based on their concern that we actually reduce and redact the  
20 data of the covered persons that made the requests, have asked  
21 for the emails. He tells me he will not produce them because  
22 he thinks it is, by virtue of the request, goes to merits  
23 discovery and that it's not appropriate for us to get that  
24 information now.

25 His position is that based on the covered persons

1 list, if you don't take down all the data for those people, you  
2 do so at your peril. In essence, what they are doing, Judge,  
3 is trying to add additional take-down requests by virtue of  
4 these covered persons lists based upon emails that haven't been  
5 sent by the covered persons, which is required.

6 THE COURT: But what does this have to do with  
7 subject matter jurisdiction?

8 MR. CHRISTIE: It does not have to do with subject  
9 matter --

10 THE COURT: Well, let's deal with subject matter  
11 jurisdiction. And if there are any other issues, we'll deal  
12 with them later this morning if they're pressing, all right?

13 MR. CHRISTIE: All right. May I just quickly address  
14 the scope of the discovery?

15 Our position, Judge, is that Your Honor mentioned  
16 that the scope should be limited to the date of the last filed  
17 complaint.

18 Our perception is that Atlas, you know, should not  
19 have a hard-and-fast end period of that point for two reasons.

20 Number one, to the extent that they are planning, as  
21 we have heard, to make, you know, additional bombardment with  
22 additional email requests.

23 And number two, to the extent that any of the  
24 complaints are amended in any way.

25 So our perception --

1                   THE COURT: Well, if they amend them, then we'll deal  
2 with that at that point. But we have to just deal with the  
3 facts as they exist today, so.

4                   All right. Thank you.

5                   MR. CHRISTIE: I understand, Judge.

6                   MR. PARIKH: Your Honor, just one point with respect  
7 to what counsel just raised. And I know we're not going to get  
8 into details. But in one of our letters, you'll notice that we  
9 talked about we would argue waiver of personal jurisdiction.  
10 We are unequivocally clear as to what Your Honor's directive  
11 was, but it's these types of requests from the defendants where  
12 we said if the defendants are going to go beyond the, kind of,  
13 narrow corridor that Your Honor set up for subject matter  
14 jurisdiction, then it would be a waiver of personal  
15 jurisdiction arguments, and we would maintain that to the  
16 extent it goes beyond that corridor.

17                  THE COURT: I think I made it pretty clear that we're  
18 not -- there's no waiver of anything else here.

19                  MR. PARIKH: I understand.

20                  THE COURT: Let's just focus on the facial challenge  
21 and also on the remand.

22                  MR. PARIKH: Correct, Judge. Thank you.

23                  THE COURT: All right.

24                  Let's move on now to number 4.

25                  MR. STIO: Yes.

1                   Your Honor, we would need that to be expanded to  
2 include communications. And the communications relate back to  
3 this April 5, 2023 letter, what they were communicating to the  
4 PBA about the litigations, about the relationship, about the  
5 real party in interest.

6                   THE COURT: It says, "Contracts between Atlas and law  
7 enforcement unions based in New Jersey." Okay.

8                   MR. STIO: Correct.

9                   THE COURT: And that would be the same period, right?  
10 January 1, 2023 through February 4, 2024?

11                  MR. STIO: Well, they have it unlimited, Your Honor.  
12 I don't know when they went into a contract with --

13                  THE COURT: Well, what time period -- this is  
14 unlimited, number 4?

15                  MR. PARIKH: Yeah. I think we would -- I think  
16 it's -- I think we're fine doing it up until today, Your Honor.

17                  THE COURT: All right.

18                  MR. PARIKH: You know, at the end of the day, I think  
19 the distinction Mr. Stio is trying to draw is communications  
20 versus contracts. You know, again, I think I would go back to  
21 when we get into communications, the most efficient pathway  
22 here is for them to ask the 30(b) (6) witness questions.

23                  If the 30(b) (6) witness says oh, yeah, you know what,  
24 I had, you know, all of these email exchanges, which I don't  
25 think he'll testify and say that because I don't think they

1 exist, but if he testifies to that, then we can revisit that  
2 issue if we need to.

3 THE COURT: Well, I don't know. It seems to me now  
4 the contracts are one thing, but it would be communications I  
5 assume between -- you just don't -- there are obviously  
6 communications that accompany contracts.

7 MR. PARIKH: Yeah. And I think the question, Judge,  
8 is communications related to subject matter jurisdiction,  
9 right? Again, that's the framework we're talking about here.

10 THE COURT: Right.

11 MR. PARIKH: So if the communications are, well, hey,  
12 you know, this is our platform and we have the ability to help  
13 police officers, you know, effectuate their rights under  
14 Daniel's Law or under some other privacy law, those  
15 communications aren't relevant or even discoverable as it  
16 relates to subject matter jurisdiction. And that's part of the  
17 issue here, is that we've gotten requests from the defendants  
18 that are saying all documents, all communications, without  
19 narrowing them as to within the framework of subject matter  
20 jurisdiction.

21 THE COURT: All right.

22 MR. STIO: Your Honor, that's inaccurate.

23 Your Honor, the issue here is who are the real  
24 parties in interest. Even in Mr. Parikh's example there --

25 THE COURT: Right.

1                   MR. STIO: -- that would be relevant.

2                   Let me tell you how I can allow you to enforce your  
3 rights. The assignors is a real party in interest.

4                   THE COURT: Right.

5                   MR. STIO: We should be entitled to communications  
6 with the PBA. We have one document that shows as far back as  
7 April of 2023, Atlas was getting assignments and signing up  
8 people.

9                   Now, if I were a police officer and I was concerned  
10 that I need my stuff taken down, I would say when are you going  
11 to send the take-down notices? What's the delay? What's going  
12 on?

13                  THE COURT: But what does that have to do with  
14 subject matter jurisdiction?

15                  MR. STIO: It has --

16                  THE COURT: It may be -- and there may be some  
17 impropriety, but that has nothing to do with subject matter  
18 jurisdiction, does it?

19                  MR. STIO: No, it does.

20                  THE COURT: Why?

21                  MR. STIO: Because if the person is saying these are  
22 my rights, these are my interests --

23                  THE COURT: Yeah.

24                  MR. STIO: -- they're the real party in interest.

25                  That goes to the totality of circumstances.

1           What's being lost here is what *Long John Silver's* and  
2 *Grassi* and their progeny say. They say you look at the  
3 totality of circumstances related to the assignment.

4           All the plaintiffs want to do is give assignment  
5 documents and policies that their counsel drafted. And we are  
6 entitled to know the circumstances to determine not just if  
7 it's a sham, who is the real party in interest, because that is  
8 what all the case law says you look at.

9           THE COURT: Can't you tell that by the contract?

10          MR. STIO: You can get some of it from the contract,  
11 Your Honor, but not all of it.

12          THE COURT: Well, the contract sets the rights of the  
13 parties, doesn't it, of the assignor and assignee?

14          MR. STIO: It does set rights of parties, but it's,  
15 again --

16          THE COURT: And don't we have a parol evidence rule?

17          MR. STIO: Your Honor, *Grassi*, *Long John Silver's*  
18 allowed -- those are two. There were others cited in my  
19 letter -- allowed discovery beyond the assignment itself. And  
20 they did that because they want to determine is there an  
21 assignment that's entered into that is used for the sole  
22 purpose of defeating court jurisdiction, who's the real party  
23 in interest.

24          And this type of information about communications  
25 with the PBA is not going to be difficult for them to obtain.

1 It goes to the surrounding circumstances and who is the real  
2 party in interest.

3 In all the other cases, *Grassi, Long John Silver's*,  
4 there's an assignment and the Court still said you're entitled  
5 to information about who the real party in interest is. All  
6 we're trying to do is get to that.

7 THE COURT: Of course, isn't behind all this a New  
8 Jersey statute which permits assignments?

9 Now, I know the fact that an assignment may be legal  
10 under state law doesn't answer the question. You have to go  
11 beyond that. But in none of those other cases do we have a  
12 statute which determined it was good public policy in New  
13 Jersey to permit these assignments to a company like Atlas to  
14 facilitate possible recovery by the individual law enforcement  
15 officer.

16 In other words, for an individual law enforcement  
17 officer to sue 50 or 100 databases, that's a pretty burdensome  
18 thing for an individual to do, to protect his rights to  
19 privacy.

20 So the Legislature determined that there would be a  
21 procedure where these could be assigned. And I assume --  
22 obviously I haven't looked at the documents -- that the law  
23 enforcement officer, if Atlas prevails, will get part of the  
24 recovery and Atlas will get part of the recovery. I mean,  
25 isn't that the statutory scheme we're talking about here?

1 MR. STIO: So --

2 THE COURT: What's so unusual about that?

3 MR. STIO: Two points, Your Honor.

4 One, there is a statute in place, Daniel's Law.

5 THE COURT: I understand.

6 MR. STIO: Two, there's a federal statute, CAFA, that  
7 allows that individual assignor to represent the entire class.  
8 If there are communications with the PBA that say we want you  
9 to assign the case to us so that we can pursue it, we have a  
10 Delaware corporation and we can avoid CAFA jurisdiction, I  
11 think that's relevant to a motion -- in opposition to a motion  
12 for remand, because it does show activity related to trying to  
13 defeat the jurisdiction of the federal court.

14 THE COURT: Well, then, what if there was any  
15 subject -- any document that discussed CAFA, you want it  
16 limited to that?

17 I mean, I'm -- look, we don't want the tail wagging  
18 the dog here. Discovery has to be proportional, you know.

19 MR. STIO: Your Honor, they're suing us for  
20 \$19 million.

21 THE COURT: I understand they're suing you. But  
22 we're talking about subject matter jurisdiction here. We're  
23 not deciding the case on the merits.

24 MR. STIO: Right. But the case law says we're  
25 entitled to the totality of circumstances, and the plaintiffs

1       are getting up saying let me tell you what those circumstances  
2       are.

3                 THE COURT: I understand. But I'm trying to -- the  
4       discovery has to be relevant. It has to be proportional. The  
5       discovery rules are quite clear on that now. So we have to --  
6       there have to be some bounds to discovery.

7                 MR. STIO: Right.

8                 THE COURT: And so what I'm trying to do is to see  
9       what -- to probe this issue, determine what really is necessary  
10      to determine this issue.

11                I understand totality of the circumstances, but that  
12      doesn't mean you have carte blanche to discovery.

13                MR. STIO: And we're not asking for that, Your Honor.  
14      We're asking for discovery related to communications with the  
15      PBA and the police unions to sign these up. We're not asking  
16      for every single person.

17                THE COURT: You're saying any communications?

18                MR. STIO: Related to Atlas' services.

19                THE COURT: Well, that's everything.

20                MR. STIO: How is it? No. They came up with, well,  
21      what if, you know, we had a contract for someone with PBA who's  
22      going to, you know, do the maintenance. We don't want that.  
23      But to limit it to CAFA itself, I mean, I think it has to be a  
24      little bit broader than that.

25                How about related to the assignment, any discussion

1 of the assignment? That's the issue here.

2 THE COURT: Well, I mean, that's the whole purpose.

3 I'm just trying to understand the statutory scheme. The  
4 Legislature determined that the individual police officer or  
5 law enforcement officer or prosecutor or judge could assign his  
6 or her claim to Atlas, correct?

7 MR. STIO: Correct, Your Honor.

8 THE COURT: And that Atlas could bring the action on  
9 behalf of the individual and that Atlas would get part of any  
10 recovery, and the law enforcement officer would get a portion  
11 of the recovery.

12 Isn't that the basic scheme?

13 MR. STIO: The basic scheme, except for I don't think  
14 the statute talks about any type of recovery or splitting --

15 THE COURT: No. But, I mean, that has got to be --  
16 the Legislature didn't contemplate you'd assign your claim for  
17 free to Atlas and let Atlas recover and the law enforcement  
18 officer get nothing. I mean, let's make -- let's use our  
19 common sense here.

20 What would be the purpose of doing it if the law  
21 enforcement officer wasn't to get some recovery?

22 MR. STIO: Your Honor, if the case is about --

23 THE COURT: No. Look --

24 MR. STIO: You said what is the purpose. I'm going  
25 to answer.

1                   THE COURT: What was the -- listen, let's be -- what  
2 was the purpose of the statute, as you understand it, of the  
3 assignment?

4                   MR. STIO: The purpose of the statute?

5                   THE COURT: Of the assignment.

6                   MR. STIO: Of the assignment?

7                   THE COURT: Yeah.

8                   MR. STIO: To allow the plaintiffs to enforce the  
9 rights belonging to the --

10                  THE COURT: And why? Why would the Legislature do  
11 that? Let's be -- let's use our common sense.

12                  MR. STIO: Right. Yeah.

13                  THE COURT: Why would they do that?

14                  MR. STIO: For privacy reasons, Your Honor.

15                  THE COURT: For what?

16                  MR. STIO: For privacy reasons, not to allow a  
17 private entity to monetize privacy rights.

18                  Your Honor, this whole scheme here wasn't to take the  
19 names down, to redact information. If it was, they would have  
20 sent out nondisclosure requests in April of 2023.

21                  THE COURT: Okay. All right.

22                  MR. STIO: It was about creating a situation of  
23 noncompliance. And we want to know the totality of the  
24 circumstances.

25                  And I don't want to go broad, Your Honor. I'm trying

1 to keep it narrow. But we have a document, and they keep  
2 saying, well, just ask our 30(b)(6) witness. I would like to  
3 see the documents so that I can have questions.

4 THE COURT: Right. I understand. I understand your  
5 point.

6 MR. STIO: Okay. Thank you.

7 THE COURT: What about that, Mr. Parikh?

8 MR. PARIKH: Your Honor, I mean, all of these  
9 requests are based on a fiction. We can't forget the fact  
10 that --

11 THE COURT: No. Wait a minute. You have -- you're  
12 putting the cart before the horse. You say it's fiction.

13 MR. PARIKH: Your Honor, we can't forget the fact  
14 that we're here because these defendants, the only way that  
15 they were able to remove these cases from state court was to  
16 come up with this concept of collusive joinder, the fact that  
17 somehow Atlas colluded with the police officers, 19,000 of  
18 them, and specifically selected Delaware as a corporate  
19 residency just to avoid these specific defendants being in  
20 federal court.

21 And remember, there are the other half of the  
22 defendants that we've not sought to remand because they're  
23 properly before the Court.

24 And so I say that, Your Honor, because when we talk  
25 about communications with the PBA and kind of go to that

1 breadth, we have to remember a few different things.

2                 The officers here are the ones that transmitted these  
3 requests to the defendants. That happened starting in December  
4 of 2023. And it was only after these defendants, as opposed to  
5 other companies that complied, these defendants made a choice  
6 not to comply with Daniel's Law by removing that information  
7 within ten business days. They then had additional time. They  
8 had all through January for most of them where they didn't  
9 remove that information. And when that occurred finally in  
10 February, there were assignments that were issued or  
11 assignments that were given to Atlas from these individuals and  
12 therefore then lawsuits were filed.

13                 And so when we talk about communications going back  
14 to 2023, again, I'm not sure how that gets into relevance  
15 related to who the real party in interest is, which is the term  
16 they keep using, or how it relates to collusiveness in a manner  
17 that is proportional to simply just asking questions of the  
18 30(b) (6) witness. They can ask these questions and say what  
19 were your -- they're going to ask it anyway, right -- what were  
20 your discussions with the PBA about subject matter  
21 jurisdiction? What were your conversations with the PBA about  
22 CAFA? Ask the 30(b) (6) witness those questions. And if  
23 through that process at the deposition they discover that there  
24 may be other communications and documents, et cetera, then we  
25 have that discussion if we reach that point in time.

1                   THE COURT: Well, I'm just wondering -- go ahead.

2                   MR. KIMREY: Your Honor, Blaine Kimrey for Whitepages  
3 and Hiya again.

4                   THE COURT: Yes.

5                   MR. KIMREY: So the opposition is characterizing this  
6 as just a query into collusiveness and a sham and dastardly  
7 motives, but that's only one factor in the *Grassi*, the *Long*  
8 *John Silver's*, and the *Attorneys Trust* cases.

9                   The issues that should be subject to discovery are as  
10 follows, and I'm just going to list them out from *Long John*  
11 *Silver's*, from *Grassi*, and from *Attorneys Trust*.

12                  In *Long John Silver's*, number one, whether the  
13 assignors may share in the recovery, if any. So that's number  
14 one.

15                  THE COURT: And that we're going to be able to find  
16 out from the contracts, correct? And the assignments are going  
17 to say that officer X gets a certain percentage of any  
18 recovery.

19                  MR. KIMREY: Sure.

20                  THE COURT: Then we would know that.

21                  MR. KIMREY: The contracts themselves should provide  
22 for the contingent fee arrangements, yes, Your Honor.

23                  THE COURT: Yes, right.

24                  MR. KIMREY: Who is funding the litigation, number  
25 two, under *Long John Silver's*.

1                   Number three, motive.

2                   Now, motive is not dispositive.

3                   THE COURT: Right.

4                   MR. KIMREY: It's not essential. It's just one of  
5 the factors that may be considered.

6                   THE COURT: Right.

7                   MR. KIMREY: But it's not a prerequisite to finding  
8 that you should disregard Atlas' Delaware registration for  
9 purposes of diversity. The opposition is trying to cast this  
10 very narrowly as a collusive joinder situation under 1359,  
11 28 U.S.C., 1359.

12                  THE COURT: Right.

13                  MR. KIMREY: But that's not what's at issue here.  
14 28 U.S.C., 1359 is not what's at issue. By analogy it is, but  
15 we're not invoking 1359.

16                  THE COURT: Right.

17                  MR. KIMREY: Because we're not arguing collusive  
18 joinder. We're arguing that Atlas should not be considered a  
19 real party in interest for purposes of diversity jurisdiction.

20                  THE COURT: Right.

21                  MR. KIMREY: The next item or factor, fourth factor  
22 under *Long John Silver's*, is whether there is the presence or  
23 absence of some independent, preexisting, legitimate interest  
24 in the assignee. That factor, Your Honor, is a bridge to  
25 *Grassi*, because *Grassi* also has that factor within it.

1           And *Grassi* also adds: The size of the interest  
2 assigned; whether the assignor and assignee had separate  
3 counsel; whether the assignee's attorney is controlling the  
4 litigation; the timing of the assignment; whether the  
5 assignment could be considered a sort of contingent fee  
6 arrangement; and whether there was a strong likelihood of  
7 prejudice against the defendant if citizenship of the assignee  
8 was considered for purposes of diversity jurisdiction.

9           *Attorneys Trust* then adds two additional factors on  
10 top of that. They kind of overlap a little bit, but they do  
11 sound phrased a bit differently, whether there were good  
12 business reasons for the assignment, and whether any  
13 consideration was given to the assignee.

14           So we've gone through all of the requests for  
15 production that Troutman proposed to the opposition.

16           THE COURT: Right.

17           MR. KIMREY: And we've drawn a line from each one of  
18 those to each one of those factors. So they all are relevant  
19 to those factors, Your Honor. I understand your  
20 proportionality point. I understand you're saying that this is  
21 just subject matter jurisdiction discovery and it's not  
22 full-blown merits discovery, which totally agree. But all of  
23 those requests go to those issues.

24           And I just, every time I hear the opposition say, oh,  
25 how could there be a sham between all these police officers and

1       Atlas, it's a red flag to me because we're not saying that it's  
2 necessarily a sham. It may be. But we don't have to show that  
3 it's a sham. We just have to satisfy and address these factors  
4 to Your Honor, which are illustrative. Even these are just  
5 illustrative, they're not exhaustive.

6                  THE COURT: Well, let me ask this: In number 4, if  
7 we talked about communications which relate to subject matter  
8 jurisdiction; in other words, not every communication between  
9 Atlas and the PBA, but only the Delaware subject matter  
10 jurisdiction.

11                 MR. PARIKH: I think -- I mean, Your Honor, in theory  
12 that's good. But, for example, if there's communications  
13 between Atlas and in this case the PBA saying, you know,  
14 so-and-so data broker is located in New Jersey, right? And it  
15 has nothing to do with subject matter jurisdiction, but  
16 remember part of this was also how to, you know, where do  
17 notices get delivered, how do they get delivered. It's a whole  
18 product. So if it's that type of contact information, then  
19 there may be communications. I'm not sure.

20                 But, again, to me, Your Honor, from a proportional  
21 perspective, and I know Mr. Shaw has something to say with  
22 respect to what counsel just mentioned so I'll let him go as  
23 well, but the most efficient way is for them to just ask the  
24 30 (b) (6) witness these questions.

25                 THE COURT: Yeah. But it's always helpful to have

1 documents on which you can base your question.

2 MR. PARIKH: I understand. And we're not saying "no"  
3 to the documents, Your Honor. I think, you know, for example,  
4 they raised this issue of contracts with the unions. It wasn't  
5 in our first proposed list of things to provide, and we said,  
6 okay, you know what, fine, we'll give those to you, that makes  
7 sense.

8 I think Mr. Shaw had something he wanted to mention  
9 as well, Your Honor.

10 THE COURT: All right. I think I hear --

11 MR. SHAW: If I may, Your Honor, excuse me. I do  
12 think the communications relating to assignments goes too far.  
13 And I think my colleague just said what do you do with a  
14 communication that has an address in it? Would that be within  
15 the terms? And that's why we're trying to get some parameters  
16 on the terms.

17 I think Your Honor might have recognized that  
18 something that says an address, you know, probably is not  
19 responsive, but we don't want to be --

20 THE COURT: No, it wouldn't be.

21 MR. SHAW: Right. We don't want to be in that  
22 position to have to make those calls necessarily.

23 But the other thing that I heard from counsel, which  
24 I find very surprising, is that his requests relating to  
25 subject matter jurisdiction are untethered from the statute,

1       that somehow they don't have to show collusion. That's the  
2 basis of their motion. 28 U.S.C., 1339, that's their motion.  
3 If he's saying they're not using that anymore, then we should  
4 ask them to stop their motion. I don't know what their motion  
5 is about.

6                 If it's about CAFA, there are no cases that show that  
7 you get discovery as to the real party in interest under CAFA.  
8 There's none.

9                 THE COURT: Right.

10                MR. SHAW: The *Grassi*, the other one, that's not part  
11 of it.

12                All of these -- all of these factors, so to speak,  
13 are in service of 1339, definition of collusion. That's what  
14 this -- that's what the subject matter -- that's what their  
15 basis of the remand -- of the removal is.

16                THE COURT: Yeah. Well, if the communications were  
17 limited -- I'm just throwing it out here -- to any specific  
18 reference to subject matter jurisdiction or CAFA, in other  
19 words, those words would have to be used. I mean, you have to  
20 have some limit. And so that's what we'll do on that.

21                Let's move on to number 5.

22                MR. STIO: Your Honor, can I just ask one question?

23                THE COURT: No. Not -- go ahead, on number 4.

24                So it would be contracts or any communications  
25 specifically mentioning subject matter jurisdiction or CAFA.

1 All right.

2 MR. PARIKH: That's fine, Your Honor.

3 THE COURT: Number 5.

4 MR. STIO: Your Honor, we're fine with these.

5 THE COURT: Number 5.

6 MR. STIO: Subject to what Mr. Christie said, if he  
7 wants to speak later about that, but that's fine.

8 THE COURT: All right.

9 How about number 6?

10 It may be a moot point, according to what the  
11 plaintiffs say, but we --

12 MR. STIO: Yeah. As long as they confirm it in  
13 writing and our response.

14 THE COURT: All right. Six.

15 All right. Now, with respect to requests, you had  
16 certainly a broader listing. Is there anything else you want  
17 to reference in your list dealing with -- I mean, for example,  
18 you talked about --

19 MR. STIO: Your Honor, I can go through those if you  
20 want me to. I have a list I can walk through.

21 THE COURT: Yeah, your list. Yeah.

22 MR. STIO: Yeah. If you go to my list.

23 THE COURT: That would be in addition to the seven  
24 items here that we talked about?

25 MR. STIO: Yes.

1                   THE COURT: All right. I've got that here in front  
2 of me. And best to discuss the ones that would be in addition  
3 to.

4                   I know one of the items is you want all documents  
5 related to communications between Atlas and I guess the  
6 Legislature of New Jersey.

7                   MR. STIO: Concerning just the provision on the  
8 assignment of claims. If they are going to rely upon it, the  
9 Court has referenced it, we would like to know what they are  
10 saying with regard to the assignment of claims provision.

11                  THE COURT: You mean whatever they said to a  
12 legislator about that provision in the law, is that what you're  
13 saying?

14                  MR. STIO: Correct, Your Honor.

15                  THE COURT: All right. Mr. Parikh.

16                  MR. PARIKH: I don't know what that has to do with  
17 subject matter jurisdiction, Your Honor. At the end of the  
18 day, you know, there are other defendants in this room whose  
19 law firms and whose clients have lobbied the Legislature for  
20 all kinds of things, including on Daniel's Law and other  
21 privacy-related legislation.

22                  The Legislature decides what it wants to do. In this  
23 case they passed a bill, an amendment. This was, I think, the  
24 third or fourth amendment to Daniel's Law, and then eventually  
25 the Governor's Office reviewed it and signed it.

1           You know, the idea that there was some type of --  
2 that that process now relates to, you know, whether it's the  
3 real parties in interest, collusive joinder, whatever it may  
4 be, the law is what the law is. And this is where we disagreed  
5 with counsel and we don't have anything to produce because it  
6 doesn't seem relevant to anything related to subject matter  
7 jurisdiction from our perspective.

8           MR. STIO: Your Honor, it goes to motive. It goes to  
9 the CAFA issues. It goes to subject matter jurisdiction.

10           THE COURT: Well, I don't see the relevance, and I  
11 don't see how it's proportional, and I will not require the  
12 plaintiffs to produce any documentation related to discussions  
13 with the Legislature of New Jersey or the legislators of New  
14 Jersey concerning the provisions of Daniel's Law.

15           MR. STIO: Understood, Your Honor.

16           Your Honor, number 8, documents about control over  
17 the claims, that comes directly from the case law where it says  
18 control is a factor under both *Grassi* and *Long John Silver's*.  
19 We think that they should --

20           THE COURT: Yeah. Wouldn't that be included in the  
21 contracts and the assignments, who has control of what? It  
22 seems to me that would state all that information.

23           MR. STIO: Again, Your Honor, it's what circumstances  
24 were related to getting these people to assign their claims and  
25 who is the real party in interest. And I understand there's a

1 contract, but the case law says it's beyond the contract.

2 They've acknowledged in their letter that the *Long*  
3 *John Silver's* factors are relevant. But they say we're not  
4 going to give you any documents on it, just ask our 30(b) (6)  
5 witness.

6 And part of discovery, Your Honor, is for us to be  
7 able to not only ask the question but to test the veracity of  
8 the answer. And what we're being put in a situation by  
9 plaintiffs is trust us. And, Your Honor, with all due respect,  
10 they started getting these assignments in April of 2023, and  
11 they weren't sent until the holidays of Christmas. And they  
12 weren't sent because they wanted to create a situation of  
13 noncompliance, not compliance. And if there are communications  
14 that talk about who controls the interest, what are their  
15 rights and there's an explanation of it, we should be entitled  
16 to it.

17 I think it could be narrow, which is control, state  
18 court, federal court. I don't think that that's going to come  
19 up with an unusual number of hits. And if it does, Your Honor,  
20 they can come to us and we'll try to narrow it or we could come  
21 back to you. But I do not think that producing that  
22 information that is directly related to a factor in *Long John*  
23 *Silver's* is burdensome, disproportional, and it is highly  
24 relevant.

25 MR. SHAW: Judge, I think this gets to the parol

1 evidence rule you're talking about. The contract says what the  
2 relationship is of the parties, number one.

3 Number two, he keeps referring to these cases allow  
4 you to go outside of it. That's not in this context where the  
5 assignments are allowed. That's in the context where a  
6 guardian gets rights to pursue a case where it might not have  
7 the details of the monetary exchange in the case.

8 This case, the actual assignments themselves say the  
9 relationship of the party, who controls what, and the amount of  
10 compensation. It's in the contract itself. We shouldn't have  
11 to go and look through, you know, all of the parol evidence  
12 essentially, number one.

13 Number two, he's also suggesting that these  
14 assignments took place in mid-2023. That's not correct. They  
15 took place after the time period of noncompliance. That's when  
16 they took place. That's when the assignment confirmations took  
17 place.

18 THE COURT: All right.

19 MR. SHAW: But in any event, it's just too far into  
20 the details.

21 THE COURT: I'll sustain the objection on 8.

22 What else do you want, Mr. Stio?

23 MR. STIO: Again, this goes to the *Long John Silver's*  
24 factor, documents related to --

25 THE COURT: Which number? Which number?

1                   MR. STIO: Oh, on mine, it's number 9, Your Honor.

2                   THE COURT: Number 9.

3                   MR. STIO: Documents related to separate counsel and  
4 common counsel. That would be, Your Honor, I believe, at a  
5 minimum, the engagement letters.

6                   MR. PARIKH: Your Honor, again, this is a question  
7 they could ask the 30(b) (6) witness.

8                   From our understanding, with the exception of the  
9 individual plaintiffs who vary in the cases, so there are, you  
10 know, a group of eight people or so who are individual  
11 plaintiffs that may be assignors in one case and maybe  
12 individual plaintiffs in another where our three law firms  
13 represent those folks, you know, in their capacity as  
14 individual plaintiffs, and in other cases we're representing  
15 Atlas as the assignee of those assignments. But that has a  
16 carve-out. I don't believe there's any common counsel at all.

17                  THE COURT: Well, that should make it easy. So --

18                  MR. PARIKH: Correct. And so I think --

19                  THE COURT: Why don't we include that. So if that's  
20 an issue, that's not going to require a lot of time and effort,  
21 is it?

22                  MR. PARIKH: Right. And so, Your Honor, we suggested  
23 to counsel they ask this question of the 30(b) (6) witness.  
24 Now, they've gone an extra step and asked for engagement  
25 agreements. I don't think that that's relevant to subject

1 matter jurisdiction. Again, if the inquiry relates to whether  
2 there are common counsel or not and the answer is from the  
3 30(b)(6) witness no, there's not --

4 THE COURT: Well, we have a certain number of  
5 individual plaintiffs.

6 MR. PARIKH: We do.

7 THE COURT: And they're being represented by your  
8 firm; is that correct?

9 MR. PARIKH: Correct. Our collective firms, Your  
10 Honor.

11 THE COURT: Now, and there are only a handful of  
12 those. I can't remember the exact number.

13 MR. PARIKH: Uh-huh.

14 THE COURT: Is that a problem? Is there any issue  
15 with producing the engagement letters?

16 MR. PARIKH: I do think so, Your Honor. Well, so  
17 there is an engagement letter -- engagement letters with  
18 respect to Atlas and then with respect to individual  
19 plaintiffs.

20 THE COURT: Right.

21 MR. PARIKH: You know, again, I don't -- you know, I  
22 don't -- if the question under the case law relates to whether  
23 there's common counsel or separate counsel and it relates to  
24 issues of control, what the terms of the engagement are are  
25 really irrelevant as to how it relates to terms of control and,

1 again, could be accomplished by simply asking questions of a  
2 30(b)(6) witness.

3 THE COURT: Well, I know. Let's talk about the --

4 MR. SHAW: If I could just --

5 THE COURT: Wait a minute. The contracts that exist  
6 between the individual plaintiffs, what is the arrangement?  
7 You have the individual plaintiffs, and they are being  
8 represented by your firm, correct?

9 MR. PARIKH: Correct, Your Honor. Correct. They're  
10 represented -- so depending on the case, not all three firms  
11 are in every single case. So my firm and Mr. McGee's firm are  
12 in all of the cases.

13 THE COURT: Right.

14 MR. PARIKH: And so the individual plaintiff will  
15 have an engagement I think -- I believe it's with Mr. McGee's  
16 law firm to represent them as it relates to Case No. 1.

17 Now, if that individual is not a plaintiff in  
18 Case No. 2 and they're an assignor, then there's no engagement  
19 agreement as it relates to that.

20 THE COURT: All right. Now, how --

21 MR. SHAW: Your Honor, if I may, that's one problem,  
22 as an individual plaintiff, they're not an assignor. So the  
23 inquiry here is whether the assignments are collusive, so  
24 that's why we're --

25 THE COURT: Okay. I understand. Right.

1                   MR. STIO: Your Honor, could I --

2                   THE COURT: Yeah. Go ahead.

3                   MR. STIO: It's really difficult for them to argue  
4 the document I requested is not relevant but you could ask the  
5 question of a 30(b)(6) witness. It's relevant for both.

6                   THE COURT: Right. I got it.

7                   MR. STIO: And we need it to test the veracity of  
8 what that witness says.

9                   THE COURT: Yes. Just give me some specific examples  
10 of 9, Mr. Stio, "documents reflecting whether Atlas and the  
11 purported assignors at issue have separate and/or common  
12 counsel."

13                  Now, isn't the issue whether they do have separate  
14 counsel, not all the documentation related to that?

15                  MR. STIO: I'm just asking for the engagement  
16 letters, Your Honor.

17                  THE COURT: Between --

18                  MR. STIO: Who the attorneys are for --

19                  THE COURT: For the 19,000 assignors, right?

20                  MR. STIO: If they have any, if they have counsel.  
21 They may not. But if Atlas has sent out an engagement letter  
22 to 19,000 people for their -- or excuse me.

23                  THE COURT: Well, I don't know whether Atlas would  
24 necessarily know whether they have separate counsel, maybe you  
25 would, all these 19,000.

1                   MR. PARIKH: I don't -- we don't know, Your Honor. I  
2 mean, I'm sure in other contexts. But as it relates to this  
3 assignment, I don't believe they do.

4                   And to answer Mr. Stio's question directly, our three  
5 law firms have not sent out engagement letters to 19,000 law  
6 enforcement officers as assignors related to these litigations.

7                   THE COURT: Okay.

8                   MR. STIO: Your Honor, what I want to see is, they  
9 have three law firms. They obviously had to send engagement  
10 letters to Atlas. I suspect they sent engagement letters or  
11 communications to the PBA and the other police associations.  
12 It's not a burden. They said we could ask it, it's relevant on  
13 a 30(b) (6). We should be able to get those documents. It's  
14 limited.

15                  THE COURT: Well, you certainly know law firms have  
16 entered their appearances in these cases, correct?

17                  MR. STIO: They have, Your Honor.

18                  THE COURT: And you know who they're representing by  
19 the fact that they entered their appearance.

20                  MR. STIO: In these -- in --

21                  THE COURT: In these cases.

22                  MR. STIO: In the case.

23                  THE COURT: Right.

24                  MR. STIO: Yeah.

25                  THE COURT: Now, they are representing Atlas and

1       they're representing all the individual plaintiffs, correct?  
2       Is that true? All your firms or are there some different here?  
3                    MR. PARIKH: The Boies Schiller firm, Your Honor, is  
4       not in every single case. But other than that, yes, our three  
5       law firms represent Atlas and we represent the individual  
6       plaintiffs.  
7                    THE COURT: Okay. So now you're asking about the  
8       assignors, is that right, who represents them?  
9                    MR. STIO: I'm asking about Atlas and the assignors,  
10      yes, Your Honor.  
11                  THE COURT: Well, what do you want to -- tell me  
12      specifically what you're -- give me an example.  
13                  MR. STIO: So there's an RPC provision in New Jersey  
14      that says if you have a joint representation of two clients,  
15      you have to disclose that and get consent.  
16                  So to the extent that Atlas' counsel is representing  
17      any of the assignors as well, that would be in the engagement  
18      letter for a joint representation.  
19                  I would like to know, because the PBA isn't in this  
20      case, but the PBA's fingerprints are all over this case, is  
21      there an engagement letter between Atlas' counsel and the PBA?  
22      And it goes directly back to this April 5, 2023 solicitation of  
23      these people.  
24                  THE COURT: Well, the PBA is separate from the  
25      assignors, right? What are they, all members, is that it?

1       It's like a police union. Is that what you're talking about?

2           MR. STIO: Correct. It's the union, Your Honor.

3           MR. PARIKH: The PBA is one of the police unions,  
4 Your Honor, correct.

5           THE COURT: Yeah.

6           MR. PARIKH: And it is not an assignor. It's just  
7 the union.

8           THE COURT: It's not a party --

9           MR. PARIKH: Correct.

10          THE COURT: -- or assignor, assignee or anything  
11 else?

12          MR. PARIKH: That's right, Judge.

13          THE COURT: So the question is what agreement that  
14 Atlas has with the assignors. And obviously that is evidenced  
15 by the assignments, correct?

16          MR. STIO: It's also evidenced by its counsel, who is  
17 counsel. It's evidenced by an engagement letter.

18          These law firms can look, they have a system, type in  
19 the names, and they can get it up. And I'm sure that when they  
20 type in the names or they just do "Daniel's Law" or "Atlas"  
21 they're going to have other names in that conflict check. It's  
22 a click of a few buttons. It's not difficult.

23          THE COURT: Well, the law firms representing Atlas,  
24 are you also representing the assignors?

25          MR. SHAW: No.

1                   MR. PARIKH: No, we're not, Your Honor. Other than  
2 those individual plaintiffs, no.

3                   THE COURT: Okay.

4                   MR. STIO: So that's an easy production for them.  
5 It's a total of nine letters.

6                   THE COURT: Well, they made a representation here in  
7 this courtroom before the Court that they are not representing  
8 the assignors, haven't they?

9                   MR. STIO: Your Honor --

10                  THE COURT: So they're officers of the court.

11                  MR. STIO: They made a representation last case  
12 management conference that there was only one assignment and  
13 it's up to three now.

14                  THE COURT: Well --

15                  MR. STIO: They have represented to this Court that  
16 it is so important that we need to immediately honor these  
17 nondisclosure requests, and they were holding on to them since  
18 April of 2023. I think I'm entitled to test the veracity of  
19 statements.

20                  MR. PARIKH: It's -- first of all, I take strong  
21 offense to that. Mr. Stio and I practiced in this courthouse  
22 and this courtroom many, many times. And the idea that he  
23 would inflect or claim that any of the lawyers on this side of  
24 the table are acting anything but as like highest quality  
25 officers of the court is beyond reproach, Your Honor.

1               Okay. What happened last time with respect to the  
2 service terms was we were talking about assignments versus  
3 overall service terms. We acknowledged that there were  
4 multiple versions. We've offered to produce them. Nobody's  
5 hiding the ball here.

6               In terms of our representation of who we represent  
7 and who we don't, if they want, have them just ask an  
8 interrogatory, Judge, and we'll have Atlas sign an  
9 interrogatory that says these are who the lawyers are. Again,  
10 this is a fishing expedition that's -- and it's based upon the  
11 fact that these defendants realized they didn't have an actual  
12 basis under Rule 11 to remove these cases from state court, and  
13 now they're grasping at straws to be able to try to find  
14 information about --

15               THE COURT: Well, look, we're not going to get into  
16 that type of issue here.

17               Mr. Parikh has stated that his firm is not  
18 representing any of the assignors; is that correct?

19               Are there any other firms here representing Atlas  
20 here?

21               MR. McGEE: Your Honor, Ryan McGee of Morgan &  
22 Morgan. Same answer as Mr. Parikh provided.

23               THE COURT: Which is what?

24               MR. McGEE: We're not representing any of the  
25 assignors.

1                   THE COURT: All right.

2                   MR. MAO: Go ahead, Adam.

3                   MR. SHAW: Boies Schiller, same answer, Your Honor.

4 We do not represent any of the assignors.

5                   MR. MAO: That's correct, Your Honor.

6                   THE COURT: All right. That solves that.

7                   MR. STIO: Can I make one statement, Your Honor?

8                   THE COURT: Yes.

9                   MR. STIO: They are representing at least the Named  
10 Plaintiffs. They said it.

11                  THE COURT: Well, they're not assignors.

12                  MR. MAO: They're not assignors.

13                  MR. STIO: Yes, they are, Your Honor. They may not  
14 be assignors in one case, but they are assignors in the other  
15 70 cases.

16                  THE COURT: What they have said is they are -- they  
17 are representing the Named Plaintiffs in all the cases that are  
18 before us. Is that correct?

19                  MR. PARIKH: Correct, Your Honor.

20                  What Mr. Stio is trying to draw a distinction on is  
21 that, you know, Mr. Maldonado may be an individual plaintiff in  
22 30 cases and he's not an individual plaintiff in the other  
23 hundred cases. And so he has assigned, to the extent he had a  
24 claim in those hundred cases, he would have assigned them to  
25 Atlas.

1                   THE COURT: Right.

2                   MR. PARIKH: I acknowledge, yes, we are representing  
3                   Atlas in that circumstance, but we are representing  
4                   Mr. Maldonado as an individual plaintiff in the other cases.

5                   Again --

6                   THE COURT: But not in every case where he may be an  
7                   assignor.

8                   MR. PARIKH: That is correct.

9                   THE COURT: If he's just an assignor, you're not  
10                  representing him?

11                  MR. PARIKH: Correct.

12                  THE COURT: If he's a Named Plaintiff in the case,  
13                  you are representing him?

14                  MR. PARIKH: That is correct, Your Honor.

15                  THE COURT: And that's the distinction that is being  
16                  made.

17                  MR. PARIKH: That is correct.

18                  THE COURT: All right. That's clear on the record.

19                  All right. The next item, Mr. Stio.

20                  MR. STIO: Your Honor, I think I got through all of  
21                  the document requests.

22                  THE COURT: All right. Now let's turn to the  
23                  30 (b) (6) topics.

24                  Before we get to that, maybe we'll just take a short  
25                  break. Okay.

1 MR. SHAW: Thank you, Judge.

2 MR. STIO: Thank you, Your Honor.

3 THE COURTROOM DEPUTY: All rise.

4 (Recess was taken at 11:05 a.m. until 11:13 a.m.)

5 THE COURTROOM DEPUTY: All rise.

6 THE COURT: You may be seated.

7 We will now turn to the topics for the 30(b) (6)  
8 depositions. And, Mr. Stio, we'll start with the plaintiffs'  
9 letter which has seven topics. And maybe that's where we ought  
10 to begin.

11 MR. STIO: Thank you, Your Honor.

12 THE COURT: Yeah.

13 MR. STIO: So the first topic in plaintiffs' letter  
14 is documents produced in response to the categories listed  
15 above insofar as the questions are relevant to subject matter  
16 jurisdiction.

17 We have no problem as long as that's changed to  
18 "documents that are produced in response to the Court's order."

19 THE COURT: Yeah. The Court order, okay. Right.  
20 We'll do that. I mean, that makes sense.

21 MR. STIO: For B, on their letter, Your Honor, we  
22 would propose that it be changed to Atlas' interests in  
23 Daniel's Law rights being asserted in actions prior to  
24 obtaining the assignments.

25 THE COURT: What does that mean?

1                   MR. STIO: Because it's close to what our request is,  
2 Your Honor. So their request in B is similar to what we have  
3 in our topic 4. And we would propose we just use our topic 4,  
4 which is a little bit broader.

5                   THE COURT: Wait a minute. Topic 4 of your request.

6                   MR. STIO: Yes, Your Honor.

7                   THE COURT: Your topics, let me just get that so I  
8 have it in front of me.

9                   Mr. Shaw, what about that?

10                  MR. SHAW: I thought that was narrower, so I'm fine  
11 with that. I mean, I thought that request got to whether Atlas  
12 had some underlying interests.

13                  THE COURT: All right. Well, we'll eliminate B and  
14 we'll insert number 4 for the defendants. All right.

15                  How about C?

16                  MR. STIO: C is no modification necessary, Your  
17 Honor.

18                  THE COURT: Okay. D.

19                  MR. STIO: Your Honor, I don't have a modification  
20 for D.

21                  THE COURT: Okay. E.

22                  MR. STIO: Your Honor, E is similar to our topic 1.  
23 We would request that it be our topic 1.

24                  THE COURT: Mr. Shaw.

25                  MR. SHAW: Can you read your topic 1? For some

1 reason, we're --

2 MR. PARIKH: I don't -- does your letter have a  
3 topic 1, Mr. Stio, or is it numbered as 2?

4 THE COURT: It's number 1. Assignments...

5 MR. STIO: I'll pull it up.

6 Yeah. Our topic 1, I thought, was not in dispute.

7 So I'll read it out, though. It is the assignments  
8 Atlas purportedly obtained from the assignors including, but  
9 not limited to, when the assignments were obtained, how the  
10 assignments were obtained, the number of assignments obtained,  
11 and the communications about the assignments.

12 These were all topics they said we could ask the  
13 30(b) (6) witness.

14 MR. PARIKH: I don't have an issue with that one  
15 instead of --

16 THE COURT: All right. What we'll do is we'll  
17 substitute their Topic No. 1 for your E.

18 MR. PARIKH: Thank you, Judge.

19 THE COURT: All right. How about F?

20 MR. STIO: Your Honor, we're fine with -- well, I  
21 don't like the word "explanation," right? I would like to have  
22 the person who is going to be the corporate designee to testify  
23 about the Daniel's Law services that Atlas purports to provide  
24 to the assignors.

25 THE COURT: Well, then we'll leave out "explanation

1 of" and just say "the services."

2 MR. STIO: That's fine.

3 THE COURT: All right. How about G?

4 MR. PARIKH: Your Honor, just moving back one really  
5 quickly with respect to what was E on our list and replacement  
6 number 1.

7 THE COURT: Right.

8 MR. PARIKH: In their number 1 they talk about  
9 communications about the assignments. We have no problem with  
10 them asking questions about whether communications exist or  
11 not, but we don't want that to then open the door to document  
12 requests that Your Honor has already ruled about.

13 THE COURT: Whatever I've ruled on the document  
14 requests is what I've ruled on.

15 MR. PARIKH: Understood. Thank you, Judge.

16 THE COURT: Okay.

17 MR. STIO: Your Honor, I think we're fine with G.

18 THE COURT: G is fine. Okay.

19 All right. That covers the 30(b)(6) topics. Do you  
20 have any additional ones?

21 MR. STIO: We had additional ones, Your Honor.

22 THE COURT: All right. Go ahead.

23 MR. STIO: And we had additional ones because during  
24 the document production, one of their defenses was, well, you  
25 could just ask questions about that, you don't need documents

1 on it. I'd like to be able to ask questions on certain things.

2 So the first one would be any participation or  
3 interest in the litigations by the assignors.

4 THE COURT: Where is that? What number is that?

5 MR. STIO: It's number 6 on mine, Your Honor.

6 THE COURT: Okay. Any objection to that?

7 MR. SHAW: It seems like it's subsumed in the --

8 THE COURT: Well, we'll add it on number 6, would be  
9 H.

10 All right. Anything else?

11 MR. STIO: I have number 7, Your Honor, Atlas'  
12 ability to identify or communicate with any assignor, including  
13 during the litigation, of the litigations.

14 MR. PARIKH: Your Honor, I don't understand how that  
15 relates to subject matter jurisdiction.

16 THE COURT: Yeah. I don't --

17 MR. PARIKH: I mean, at the end of the day, all of  
18 these law enforcement officers are customers. They use the  
19 Atlas platform. All the defendants know that. It's in the  
20 complaint. So their ability to identify or communicate with  
21 them, I'm not really sure what that relates to in terms of --

22 THE COURT: I don't either. I'm not going to permit  
23 that.

24 Go ahead. Next one.

25 MR. STIO: Communications about involvement in --

1                   THE COURT: Which number is this now?

2                   MR. STIO: Oh, I'm sorry, Your Honor. Number 9 on  
3 mine.

4                   THE COURT: Right.

5                   MR. STIO: About the potential or actual lawsuits  
6 being brought by Atlas.

7                   And if I can take a step back, Your Honor.

8                   THE COURT: Yeah. Go ahead.

9                   MR. STIO: The reason we have that in there is,  
10 again, it goes to the totality of the circumstances, but these  
11 service terms are not a document that Atlas has and they go to  
12 Angelo Stio and they say, here, Angelo, read it, sign it,  
13 assign your claims.

14                  The way this works is, this is terms of service  
15 that's on a website. It's a contract by your question. They  
16 have the PBA driving their members to go to this website and  
17 click on and accept terms of service, and then they have a  
18 unilateral assignment confirmation that's sent out to the  
19 individuals that the individual had no control over one way or  
20 another, just sent out. I would like to explore how this  
21 process works and what discussion is related to the lawsuits  
22 with the 30(b) (6) witness.

23                  MR. PARIKH: The whole point of the assignment is in  
24 the statute, Judge. We've talked about that. Your Honor has  
25 kind of gone through that with Mr. Stio. I'm still not

1 understanding, you know, we're talking -- to have a witness be  
2 prepared about communications with 20,000 individual people is  
3 pretty, pretty extraordinary.

4 THE COURT: Yeah.

5 MR. PARIKH: You know, I don't -- we're not going to  
6 object if they have general questions related to, you know,  
7 these topics and the documents that we've already produced.  
8 But the idea of communications with any assignor about  
9 potential actual lawsuits brought by Atlas, I mean, we already  
10 dealt with this on the document side of it, it just seems  
11 extraordinary.

12 THE COURT: All right. I'll sustain --

13 MR. STIO: Your Honor, can I say one thing?

14 THE COURT: Go ahead.

15 MR. STIO: They say there are no communications. Why  
16 are they objecting to this if I explore it with their witness?

17 THE COURT: I'm not going to permit that.

18 Go ahead. Next.

19 MR. STIO: The responsibility for payment of legal  
20 fees and expenses associated with the litigation, I think  
21 that's subsumed by the service terms. I don't think that  
22 should be objectionable.

23 MR. PARIKH: I -- if it relates to the service terms  
24 and what's in the service terms about, you know, the allocation  
25 of any award and things like that, there's no issue with that

1       one, Your Honor, if it's about the responsibility of the  
2       assignors versus Atlas with respect to legal fees. If it  
3       delves into other questions related to what a fee structure  
4       might be or how those things are being designed within Atlas,  
5       then I think that that goes outside of the subject matter  
6       jurisdiction component in the way that this topic is drafted.

7                   So if it's limited to subject matter jurisdiction  
8       and, you know, the notion of responsibility of legal fees from  
9       Atlas as an assignee versus any legal obligations of the  
10      assignors --

11                  THE COURT: Yeah. I think that's what you're talking  
12      about, aren't you?

13                  MR. STIO: But, Your Honor, that topic goes directly  
14      to control and payment of legal fees under the *Long John*  
15      *Silver's* factors.

16                  THE COURT: Well, wouldn't the -- wouldn't the  
17      assignment deal with that?

18                  MR. PARIKH: It does, Your Honor, correct.

19                  THE COURT: I mean, it would say, you know, the  
20      police officer is assigning his rights to Atlas. It's  
21      certainly going to say something about what the assignor's  
22      legal responsibilities are, to pay fees or counsel fees or  
23      costs or anything else, isn't it?

24                  MR. PARIKH: Correct, Judge.

25                  THE COURT: Well, then you can ask about whatever

1 is -- yeah.

2 MR. PARIKH: Absolutely. As it relates to the  
3 service terms, absolutely.

4 THE COURT: Or we do have that -- that's one of the  
5 topics of discussion, isn't it, service terms?

6 MR. PARIKH: It is, Your Honor. That would be under  
7 topic A, because it's related to the documents being produced.

8 THE COURT: Yeah. Wouldn't that take care of it,  
9 number 1?

10 MR. STIO: As long as I'm allowed to go down that  
11 path, Your Honor, it's on the record. That's fine.

12 THE COURT: Well, I assume it's -- you think it's  
13 included in number 1?

14 MR. PARIKH: It's included in number 1 within the  
15 confines of subject matter jurisdiction, Your Honor. And,  
16 again, this is that gray area.

17 We didn't agree to this particular topic that was  
18 raised by the defendants because we think the way that they've  
19 crafted this, it goes beyond and that they're seeking to go  
20 beyond what would be permissible in subject matter jurisdiction  
21 discovery. So if it's limited to subject matter jurisdiction  
22 discovery as it relates to legal fees that are --

23 THE COURT: Well, obviously the whole thing is  
24 related to subject matter jurisdiction.

25 MR. PARIKH: Of course. Of course.

1                   THE COURT: That's the whole point.

2                   MR. PARIKH: Of course.

3                   And I think, Your Honor, so the service terms will  
4 lay out -- it has to do with the contrast in terms of the, as  
5 they talked about, the real party in interest, so the  
6 obligations and responsibilities of the assignees versus the  
7 obligations and responsibilities of the assignors.

8                   And so if those are the questions as it relates to  
9 legal fees and obligations, then we have no problem in our  
10 30(b)(6) witness --

11                  THE COURT: Yeah. I think you have it in number A,  
12 "Documents produced in response to the Court's order, insofar  
13 as the questions are relevant to subject matter jurisdiction."

14                  So that would include your right to examine about the  
15 assignments and the nature of it and who has what  
16 responsibilities. All right. I don't think we need to add  
17 that.

18                  Next one.

19                  MR. STIO: And that's it, Your Honor.

20                  THE COURT: All right. The Court will then enter an  
21 order consistent with what's been decided here today.

22                  Go ahead.

23                  MR. STIO: Your Honor, I thought, was going to  
24 revisit the issue of a privilege log and identification of what  
25 is being withheld. I don't think Your Honor previously ruled

1 on that.

2 THE COURT: No, we haven't resolved that.

3 MR. PARIKH: I -- we're happy to identify if they are  
4 responsive documents that are being withheld under a privilege  
5 designation, we're happy to identify that.

6 I think what my concern was, Your Honor, is when we  
7 talk about when there were requests made regarding kind of  
8 broad communications, which I don't think Your Honor has  
9 allowed, so I think it should be okay for us to provide a  
10 privilege log, it's getting into, you know, a specific, you  
11 know, couple hundred-page log of emails with lawyers and things  
12 like that. So my concern ultimately, Your Honor, really kind  
13 of focuses in on the time period again for this.

14 THE COURT: Right.

15 MR. PARIKH: So if it's that they'd like a privilege  
16 log that predates, you know, let's say December 1, 2023, then,  
17 you know, we have no issue. We can provide a privilege log as  
18 it relates to the document requests.

19 I think once we get into the time frame that's closer  
20 to the litigation, it becomes a lot harder because lawyers were  
21 starting to do work as it relates to noncompliance by  
22 defendants and a requirement that, you know, that there's  
23 unfortunately going to need to be litigation to enforce all of  
24 these individuals' rights.

25 THE COURT: Yes, sir.

1                   MR. McGEE: And, Judge, Ryan McGee with Morgan &  
2 Morgan for the plaintiffs. If it's okay to address you from  
3 here, Judge.

4                   THE COURT: Yeah. All right.

5                   MR. McGEE: I think the other issue is, in any  
6 litigation that I've been in for the past six and a half years  
7 on the plaintiffs' side, I've never had a defendant produce a  
8 privilege log with expediency. That's kind of one of the  
9 issues that we're facing here, too, we want to get over. We  
10 want to get through with this. We know some of the cases are  
11 staying with you, some of them are not. So that was one of the  
12 issues that we had with wholesale producing a privilege log.

13                  But I think if we're in this more limited universe,  
14 like Mr. Parikh has represented, we can figure something out.  
15 But that was, to start the hearing, what our biggest issue was.

16                  MR. STIO: Your Honor, I don't know what that means.  
17 There's a rule in place, Federal Rules of Civil Procedure  
18 Rule 34. We're asking for a privilege log if they're  
19 withholding documents that the Court ordered them to produce on  
20 the basis of privilege.

21                  THE COURT: Well, of course, the Court never orders  
22 them to produce privileged documents. I mean, the discovery  
23 rule talks about relevant documents which aren't privileged  
24 should be produced. Am I right?

25                  MR. STIO: And it says that you have to have a

1 privilege log, though.

2 THE COURT: Okay.

3 MR. STIO: And all I'm asking for is let's follow the  
4 rules.

5 THE COURT: Okay.

6 MR. STIO: And I understand the order, and we're  
7 agreeable to it. But I would like to know if anything is being  
8 withheld from this narrow list that we've identified today.  
9 It's not a huge list. I don't think it's going to be that  
10 difficult.

11 THE COURT: All right.

12 MR. KIMREY: Your Honor, Blaine Kimrey again. I was  
13 just going to say, in light of the fact that plaintiffs'  
14 counsel has represented that they don't represent the  
15 assignors, the privilege log should not be that burdensome  
16 given how narrow application of privilege would be.

17 Also, if we can move off the privilege log issue,  
18 Your Honor, I've got a couple other just housekeeping measures.

19 THE COURT: Sure. Go ahead.

20 MR. KIMREY: One is, there are third-party entities  
21 that have expressed an interest in filing amicus briefs related  
22 to the consolidated motion to dismiss based on the facial  
23 constitutional challenge.

24 THE COURT: Right.

25 MR. KIMREY: That's due on June -- the main brief is

1 due on June 10th.

2 THE COURT: 10th. Yes.

3 MR. KIMREY: Then there is a schedule thereafter.

4 THE COURT: Right.

5 MR. KIMREY: I assume, Your Honor, you'd like to see  
6 from those who would like to file -- and I don't have anyone  
7 secured yet. There are several people in the hopper or several  
8 entities. You'd like to see a motion for leave with the actual  
9 amicus brief attached. When would you like to set a deadline  
10 for motions for leave to file amicus briefs in light of the  
11 schedule for briefing by the parties on these issues?

12 THE COURT: Better do it soon. They're due the  
13 10th of June. So if they're going to file them, we'd have to  
14 have it by the 10th of June, correct?

15 MR. KIMREY: Well, they won't have seen the brief yet  
16 by the 10th of June.

17 THE COURT: I know. So -- oh, they want to -- they  
18 want to do it after?

19 MR. KIMREY: After it, yes.

20 In federal -- in appellate court, Your Honor, as you  
21 know, it's a seven-day rule. I was hoping that maybe we could  
22 have a little bit more than that for potential motions for  
23 amicus relief, something to follow the overall schedule. So I  
24 don't know, what is the last deadline in the briefing schedule?

25 THE COURT: I have it here.

1                   MR. KIMREY: I'm sorry, Your Honor. I should have  
2 that in front of me.

3                   THE COURT: I think the 10th of June, and then  
4 there's a -- I think the 14th of June, isn't there, for  
5 individual briefing?

6                   MR. KIMREY: There is supplemental briefs and --

7                   MR. STIO: The 14th, and 30 days, I believe, after  
8 for the opposition.

9                   THE COURT: Yeah. Sometime in July the opposition  
10 brief is due.

11                  MR. PARIKH: Yeah. I think it's July 15th, Your  
12 Honor.

13                  THE COURT: July 15th, yeah.

14                  So what are you proposing, I enter an order?

15                  MR. KIMREY: July 31st.

16                  THE COURT: For what? You mean --

17                  MR. KIMREY: For motions for leave to file amicus.

18                  THE COURT: July 31st?

19                  MR. SHAW: How are we going to -- first of all, I  
20 don't know whether the Court even wants amicus for these  
21 issues, number one.

22                  But number two, how would we address that if it's  
23 20 days after our brief is due?

24                  MR. KIMREY: How about 21 --

25                  THE COURT: Well, how many amicus briefs are in the

1 window?

2 MR. KIMREY: There might be zero, Your Honor.

3 THE COURT: How many?

4 MR. KIMREY: But it could be three to four possibly.

5 THE COURT: And what groups are these that are  
6 interested in filing amicus briefs?

7 MR. KIMREY: What are the groups?

8 THE COURT: Yeah.

9 MR. KIMREY: The ACLU New Jersey, which is litigating  
10 *Kratovil*, has filed a petition for cert to the New Jersey  
11 Supreme Court, although that's an as-applied challenge.  
12 Possibly the Electronic Frontier Foundation. Possibly the  
13 Reporters Committee for Freedom of the Press. Possibly -- what  
14 else is in there? Entities along those lines. Largely, First  
15 Amendment, Sunshine-related entities.

16 THE COURT: So, I mean, why shouldn't we deal with  
17 it, have it in the next couple of weeks, any motions?

18 MR. KIMREY: Couple weeks after June 10th?

19 THE COURT: Well, no. I'm just thinking from now. I  
20 mean, they obviously know what the issues are all about. It's  
21 no surprise.

22 MR. KIMREY: They're all nonprofits with very short  
23 staffs, so.

24 THE COURT: They must have known about this before  
25 now.

1                   MR. KIMREY: If ultimately you say June 10th, Your  
2 Honor, we'll live with that. We'd at least like another seven  
3 days beyond that to match --

4                   THE COURT: In other words, to file a brief or to --

5                   MR. KIMREY: To file a motion for leave to file the  
6 amicus. Because you may ultimately look at the amicus brief  
7 and say you don't want to grant leave. I mean, hopefully you  
8 would grant leave.

9                   MR. PARIKH: Your Honor, I would suggest that perhaps  
10 you just set June 14th as the date. They'll then have days to  
11 view the merits brief.

12                  THE COURT: To file their petition.

13                  MR. PARIKH: To file their -- I believe their motion  
14 for leave to appear as amicus has to attach their proposed  
15 amicus brief as part of it.

16                  THE COURT: Right. Right.

17                  MR. PARIKH: But that gives them -- we all know what  
18 the issues are already as we sit here today, so they can  
19 prepare them. They can see whatever main briefs --

20                  THE COURT: All right. I'll consider that and enter  
21 an order of some sort.

22                  MR. KIMREY: Okay.

23                  THE COURT: I'll either do it today or tomorrow.

24                  MR. KIMREY: All right. Thank you, Your Honor.

25                  Another point. It's been suggested that the interest

1 underlying Daniel's Law is privacy. The Legislature's  
2 articulated interest is actually safety. So I just wanted to  
3 make that clear on the record.

4 THE COURT: Right.

5 MR. KIMREY: It's judicial, in other covered persons,  
6 safety. It's not actually -- the Legislature, as far as I'm  
7 aware, has never articulated the privacy interest. It's the  
8 safety interest, Your Honor.

9 THE COURT: All right. Thank you.

10 Yes, sir.

11 MR. SHAW: Your Honor, briefly, I think as counsel  
12 has admitted, privacy is one of the central issues. Defense  
13 counsel has admitted that.

14 Getting back to the privilege log. One of the issues  
15 we have, Your Honor, is, you know, the statute says that  
16 Daniel's Law cases can and may be filed in New Jersey. So at  
17 some point in time, Atlas is discussing with its lawyers about  
18 filing in New Jersey, I mean, even going through the process of  
19 where is the particular court that we're going to file and  
20 those kinds of things. That's going to -- if we have to  
21 somehow amass that information and put it into a privilege log,  
22 I don't know whether he --

23 THE COURT: Well, it seems obvious that you would be  
24 filing a case in the state of New Jersey involving a New Jersey  
25 statute, involving New Jersey law enforcement personnel. Where

1 else would you file it?

2 MR. SHAW: Well, exactly.

3 THE COURT: You wouldn't file it in California.

4 MR. SHAW: But they want a privilege log with all  
5 that information on it. That's what the point is.

6 THE COURT: Mr. Stio?

7 Obviously they're going to file the case in New  
8 Jersey, isn't it? Where else would you file it?

9 MR. STIO: Your Honor, my request was a privilege  
10 log, Your Honor. I don't know when -- I don't have the  
11 engagement letter. I don't know when the engagement started.  
12 So all I want is a privilege log if they are withholding a  
13 document from the list that Your Honor ordered them to produce.

14 We have gone from formal requests and we were going  
15 to put it in an order, and we're fine with that, but the reason  
16 I wanted the formal request, because formal requests provide  
17 for -- I get to know what is being produced, I get to know what  
18 is being withheld, and I should know what the basis for  
19 withholding is.

20 I don't think that this is a huge burden,  
21 specifically as to subject matter jurisdiction, because our  
22 requests have been narrowed significantly.

23 THE COURT: Well, of course, they -- isn't the  
24 opposing party always entitled to a privilege log?

25 MR. PARIKH: They are, Your Honor. But because of

1 the breadth of what we're talking about and the time frame, the  
2 time frame again I think is the issue, right? Because we're  
3 talking about 140 cases, right?

4 THE COURT: Right.

5 MR. PARIKH: And parsing out, you know, we can't  
6 parse out communications related to these specific remand  
7 defendants as opposed to kind of a broader group with respect  
8 to some of these topics.

9 I would propose, Your Honor, that kind of a  
10 middle-of-the-road approach would be that if we withhold  
11 records in response to these categories that are within Your  
12 Honor's order on the basis of privilege, that we say to them  
13 we've withheld the records on the basis of privilege and then  
14 we meet and confer and figure out whether a privilege log for  
15 that category is feasible or not feasible based upon the  
16 volume.

17 So if it's a request, a document request that may  
18 relate to communications and it would require us to spend one  
19 month putting together a privilege log of tens of thousands of  
20 emails amongst counsel and their clients, then we can have that  
21 conversation and say we just think this is not proportional  
22 here, we've withheld documents between counsel and Atlas, you  
23 know, in this relevant time period from production versus if  
24 it's something, as Mr. Stio has talked about, that goes back to  
25 service terms from January of 2023, and there is three emails

1       that we're withholding on privilege, then of course we can  
2 provide a privilege log with respect to that.

3                 THE COURT: What I'll do is with respect to that is  
4 require counsel to meet and confer and then get back to me,  
5 say, within a week. And then we'll see where we are on that.  
6 And then depending on what you say, we may have to have another  
7 conference to deal with that subject, but we won't let things  
8 otherwise be delayed.

9                 All right. Now, let's talk about scheduling of all  
10 this. You know the categories of documents to be produced.  
11 What do you propose is the timetable for producing all this,  
12 Mr. Parikh?

13                 MR. PARIKH: So I think, Your Honor, we can get all  
14 these documents over to the defendants within three weeks with  
15 the new categories. We might be able to do it within two, but  
16 I think three weeks, absolutely, we can get it done. And  
17 obviously, if we can get it done sooner, then that's great.

18                 THE COURT: So you're saying the 24th of June?

19                 MR. PARIKH: Correct.

20                 THE COURT: How about the 30(b)(6)? I mean,  
21 obviously, the defendants -- well, oh, I should have asked all  
22 those sitting here in the courtroom, with respect to the topics  
23 for production, anybody else want to say anything? Mr. Stio  
24 has been carrying the laboring oar on that. Anybody have any  
25 further comments on that, or on the Rule 30(b)(6) topics?

1 (No response.)

2 THE COURT: All right. Documents to be produced by  
3 the 24th of June. And then you need some time, Mr. Stio, and  
4 your colleagues to review the documents. What would you  
5 propose as a timetable for a 30(b) (6) deposition?

6 MR. STIO: Your Honor, I propose three weeks just  
7 because I would like to share them with the joint defense  
8 group.

9                           THE COURT: Okay. That's the 24th of June, that  
10 would be 15th of July.

11 MR. STIO: Yes, Your Honor.

12                   THE COURT: So we'll say the deposition, the 30(b)(6)  
13 deposition would be after the 15th of July. Does that make  
14 sense?

15 MR. PARIKH: Yeah. I would say if it's after the  
16 15th of July, that's fine with us, Judge.

17 THE COURT: Yeah, after. After July.

18 Well, maybe we should say on or before the 31st of  
19 July.

20 MR. PARIKH: That's fine, Your Honor.

21 THE COURT: That will give you -- yes, sir.

22 MR. McGEE: I think that's fine, Judge. I just know  
23 that myself and Mr. Lee will be -- he's not here right now. We  
24 have multiple hearings in other cases toward the end of July,  
25 but we'll work with defense counsel and figure something out.

1                   MR. STIO: Your Honor, I am fine if they want to do  
2 August 7th, if that will work.

3                   MR. McGEE: It actually gets into other hearings that  
4 we have on August 7th. So I would prefer July, just as long as  
5 we've got some leeway in scheduling, Judge.

6                   THE COURT: I would say on or before July 31st.  
7 Okay. And then let's talk about the briefing. We have  
8 July 31st for the final deadline. And let's just see here, the  
9 31st, how about the 21st of August? Is that too much time for  
10 the opposition brief?

11                  MR. PARIKH: I think the oppositions will be the  
12 defense, Your Honor.

13                  THE COURT: Yeah, I know.

14                  MR. STIO: Your Honor, the issue with that is  
15 vacations and 34 parties to coordinate with. I'd like to have  
16 30 days.

17                  THE COURT: Okay. That would be -- make it  
18 August 30th.

19                  MR. STIO: Thank you, Your Honor.

20                  THE COURT: Now, as we did before, with respect to  
21 the facial challenge, we'll say a consolidated brief would be  
22 due the 30th of August with a -- like a seven-day window for  
23 individual briefs, which shouldn't duplicate the other briefs.  
24 And we'll work out the specific dates in an order.

25                  But we'll follow the same format as we did earlier.

1                   MR. STIO: Thank you, Your Honor.

2                   THE COURT: And then in terms of your reply brief?

3                   MR. PARIKH: I would think 30 days should be  
4 sufficient, Judge.

5                   THE COURT: You need 30 days, all right. That would  
6 be -- we'll say September 30th.

7                   MR. PARIKH: Thank you, Judge.

8                   THE COURT: And then we'll also enter the order on  
9 the amicus. That will be a separate order relating to that.

10                  MR. KIMREY: Thank you, Your Honor.

11                  THE COURT: Is there anything else we need to do  
12 today?

13                  Yes, sir.

14                  MR. CHRISTIE: Your Honor, thank you.

15                  Your Honor, mindful of your discussion earlier today  
16 to parse out subject matter jurisdiction from other issues, I'd  
17 just like to revisit with the Court the issue of plaintiffs'  
18 unwillingness to provide the actual redaction emails.

19                  We have a covered persons list that they've provided.  
20 We've reviewed it carefully. It contains thousands of names  
21 that we do not believe -- from people who we do not believe  
22 sent these suppression emails. We want to make sure that we  
23 cover --

24                  THE COURT: Now, my understanding is Atlas sends  
25 information to you to be redacted; is that correct? I mean,

1       that's --

2                   MR. CHRISTIE: Well, actually, no. The covered  
3 persons themselves --

4                   THE COURT: They send --

5                   MR. CHRISTIE: -- through the Atlas --

6                   THE COURT: Network.

7                   MR. CHRISTIE: Platform, yes.

8                   THE COURT: And so?

9                   MR. CHRISTIE: So the problem is, Judge, they've  
10 provided these covered persons lists.

11                  THE COURT: Who is it?

12                  MR. CHRISTIE: Atlas did, pursuant to Your Honor's  
13 prior order.

14                  THE COURT: Yeah, right.

15                  And these are people that Atlas says you have in your  
16 system and that you're disclosing information about the  
17 individuals; is that correct?

18                  MR. CHRISTIE: Atlas' view is that these covered  
19 persons list include all of the individuals who sent the data  
20 suppression requests months ago.

21                  THE COURT: Okay. Right.

22                  MR. CHRISTIE: We've carefully reviewed those lists  
23 and compared it to the emails that we received. And it is not  
24 a situation that plaintiff is mentioning where they have been  
25 caught in spam and we don't know what they are with regard to

1       the names. So we've gotten rid of the spam issue.

2                 Based upon the totality of the analysis, our  
3 perception is that there are thousands of names that are  
4 included on these lists of individuals who did not send the  
5 suppression emails several months ago.

6                 THE COURT: Okay.

7                 MR. CHRISTIE: We have come to the conclusion that  
8 Atlas is now trying to expand the list of the so-called  
9 suppression requests by virtue of these covered persons  
10 lists --

11                 THE COURT: Right.

12                 MR. CHRISTIE: -- to include individuals who did not  
13 send the emails several months ago which gave rise --

14                 THE COURT: To you?

15                 MR. CHRISTIE: To my clients, yes.

16                 THE COURT: Well --

17                 MR. PARIKH: And I've said this to counsel, Your  
18 Honor, I've offered to meet and confer on this issue with him.  
19 This goes to merits discovery. The covered persons list that  
20 we provided to Black Knight and to every other defendant is the  
21 list that Atlas says. Atlas says this is a list of individual  
22 covered persons who transmitted a request to your client.  
23 We've identified in the complaint an email address or email  
24 addresses that those requests were sent to.

25                 If they don't have those emails on their systems,

1       that's a -- that's an issue on their system. So if they want  
2       to engage in merits discovery, have us start doing forensic  
3       examinations of their systems, have depositions of whether  
4       their person checked the spam filter regularly or not, we're  
5       happy to engage in that. That would be a waiver of personal  
6       jurisdiction argument, of course. And that is what I've said  
7       to counsel. I've said, look, you -- as Your Honor had said,  
8       they can choose to take this list and use it as a compliance  
9       tool or not. That's up to each one of these defendants whether  
10      they want to comply.

11                  THE COURT: Right.

12                  MR. PARIKH: And that's the stage of the case that  
13      we're in.

14                  And so Black Knight has a list, it has the names of  
15      all the individuals, it has the information that they've  
16      requested to be redacted. Now, with Your Honor's order,  
17      because they're a remand defendant, they're also going to get  
18      the date of the assignments and they're going to get a  
19      categorization of whether that person is a judge, a judicial  
20      officer or law enforcement officer, a prosecutor, or a family  
21      member, and they can choose whether or not to take that  
22      information and redact it or not.

23                  And if eventually months from now in merits discovery  
24      they have evidence that these requests were never transmitted,  
25      then they're going to move to dismiss that assignment or that

1       particular claim with respect to their case or we'll stipulate  
2       to it.

3                  But from my perspective, Judge, the issue of whether  
4       or not they received something, it's not a function of what was  
5       done through the Atlas system. It's a function of what they  
6       did in their computer systems or what they did not do to comply  
7       with the law.

8                  THE COURT: I think it's best to try to meet and  
9       confer with them and deal with that issue. I can't deal with  
10      that today, all right?

11                 MR. PARIKH: All right.

12                 THE COURT: Thank you.

13                 MR. CHRISTIE: Okay. The only thing, Judge, we're  
14       asking for the emails themselves. It shouldn't be unduly  
15       burdensome. And unfortunately --

16                 THE COURT: Because we may be getting into the  
17       merits, and that's the other issue here that we're dealing  
18       with. And I think we have enough on our plate with the  
19       constitutional challenge and the remand at this point.  
20       Everything else, as you know, is stayed.

21                 MR. CHRISTIE: Understood, Judge.

22                 THE COURT: All right. Thank you.

23                 MR. CHRISTIE: All right. Thank you.

24                 THE COURT: Anything else?

25                 Yes, ma'am.

1 MS. HUTCHINS: Good morning, Your Honor.

2 THE COURT: Good morning.

3 MS. HUTCHINS: My name is Sarah Hutchins. S-A-R-A-H,  
4 Hutchins, H-U-T-C-H-I-N-S.

5 THE COURT: Yes.

6 MS. HUTCHINS: And I represent BlackBaud,  
7 Incorporated. And I just wanted to raise for Your Honor, based  
8 on what I heard you say a moment ago, that you're going to  
9 consider the parties' briefing limits with respect to remand.  
10 And just ahead of that decision, I wanted to raise what I  
11 understood from the last hearing, which was I guess more  
12 opportunity for the defendants to have unique briefing because  
13 the remand issues are a bit unique. For example, my client has  
14 only moved on CAFA, has not moved on collusive issues.

15 And so what I understood last time was that the Court  
16 was considering 25 pages for any defendant that wished to  
17 submit their own brief. And I just remind Your Honor of that  
18 potential discussion.

19 THE COURT: Yeah. I didn't discuss the page limit,  
20 but I assume we'd follow the same format. Do you have any  
21 objection to that?

22 MS. HUTCHINS: No, Your Honor. Just more opportunity  
23 then with respect to the constitutional briefing --

24 THE COURT: Okay.

25 MS. HUTCHINS: -- to have increased page limits for

1       those that are going outside of the consolidated briefing.

2           THE COURT: Because of unique circumstances?

3           MS. HUTCHINS: Because of unique circumstances.

4           MR. SHAW: I'm not aware -- everyone moved on the  
5 basis of CAFA. So that's not a unique circumstance. That's  
6 actually the circumstance.

7           MS. HUTCHINS: I don't think that's correct. I don't  
8 think every defendant has moved on the basis of CAFA.

9           MR. SHAW: Well, the consolidated briefing is going  
10 to be on collusion.

11          THE COURT: Right.

12          MR. SHAW: And CAFA.

13          THE COURT: Right.

14          MR. SHAW: So to me, the central briefing is  
15 collusion and CAFA. So I'm not sure what the supplement is  
16 separate from CAFA, if CAFA is part of the main.

17          THE COURT: In other words --

18          MS. HUTCHINS: Your Honor, my client did not move on  
19 collusive, so using up our page limits for that --

20          THE COURT: Well, I understand. But the point is, if  
21 the consolidated brief deals with two issues and you have only  
22 one issue, then there wouldn't be any need to file a  
23 supplemental brief unless that one issue that you're interested  
24 in is not adequately dealt with.

25          MS. HUTCHINS: Correct, Your Honor. And I would also

1 put forth that my CAFA arguments are unique than some of the  
2 other defendants with respect to the Rule 20 analog.

3 THE COURT: Okay.

4 MS. HUTCHINS: And I've recently amended my removal  
5 to raise issues as to the assignment date.

6 So, again, and I'm just one defendant. I'm sure  
7 other defendants feel that their arguments are unique as well.  
8 So when Your Honor was considering this issue before, I  
9 interpreted the discussion to acknowledge that the issues could  
10 be more unique with respect to remand than with respect to the  
11 constitutional briefing.

12 THE COURT: All right. Well, we'll extend the page  
13 limit somewhat then on that.

14 MS. HUTCHINS: Thank you, Your Honor.

15 THE COURT: All right. Yes, sir.

16 MR. CHEIFETZ: Good morning, Your Honor.

17 THE COURT: Good morning.

18 MR. CHEIFETZ: David Cheifetz from Hogan Lovells on  
19 behalf of The Lifetime Value Companies.

20 THE COURT: Yes.

21 MR. CHEIFETZ: Given the hour, I'll try to be brief.  
22 Just two points, please, Your Honor. One is substantive, one  
23 is more in the nature of housekeeping.

24 We've heard some representations today, Your Honor,  
25 that the requests here for take-down notices were sent by the

1 covered persons. And it's my client's position, and I think  
2 the position of many other defendants, that, in fact, the  
3 requests here were actually sent by Atlas. And that's going to  
4 become an important point later on. I just wanted to be clear  
5 for the record that my client's position is that, in fact,  
6 requests here were improperly sent by Atlas and not the covered  
7 persons themselves.

8                 And two, with respect to the 30(b)(6) deposition, I  
9 just want to clarify, will all defendants who wish to  
10 participate be given the opportunity to participate in that  
11 deposition, or will we have to work out some sort of procedure  
12 where those that wish to participate ask for permission to do  
13 so?

14                 THE COURT: Well, I would hope that -- we can't have,  
15 you know, 40 lawyers. That would be quite a nightmare. I'm  
16 just --

17                 MR. CHEIFETZ: Nobody wants that.

18                 THE COURT: I think -- I would hope we can work out  
19 some system where maybe we have a couple of attorneys who could  
20 work together to do the questioning. The deposition, I think,  
21 should be limited to eight hours.

22                 Is there any reason not to do that? 30(b)(6) at this  
23 point.

24                 MR. PARIKH: Seven hours under the rules, Your Honor.

25                 THE COURT: Or seven hours.

1                   MR. PARIKH: Yes. What we --

2                   THE COURT: I meant seven hours.

3                   Well, what do you propose?

4                   MR. CHEIFETZ: I just wanted to be clear for the  
5 record that any defendant who wishes to participate can, I  
6 suppose, meet and confer among ourselves, but there's really no  
7 limitation placed by the Court on the number of attorneys --

8                   THE COURT: I would hope that you would be able to  
9 work out something so that we don't have 40 lawyers examining  
10 the 30(b) (6) witness.

11                  MR. SHAW: Yeah. And I think we talked about last  
12 time setting up a place, whether we could accommodate a number  
13 of attorneys, and then also have some kind of Zoom or virtual.

14                  THE COURT: Yeah.

15                  MR. SHAW: One thing I just want to make clear is,  
16 this is not every defendant, it's just the remand defendants.  
17 I'm not sure if you're --

18                  MR. CHEIFETZ: Correct. I represent defendants  
19 subject to the potential remand.

20                  THE COURT: Yeah. It's obviously remand. Well,  
21 that's why I say 40 as opposed to 70-something.

22                  MR. SHAW: Yeah. Right.

23                  THE COURT: So, Mr. Stio, maybe since you have so  
24 many of these defendants, we'd have to work out, and with  
25 plaintiffs' counsel, work out a location for the deposition

1 maybe by Zoom. And other defense counsel could at least --

2 MR. STIO: We'll do that, Your Honor.

3 THE COURT: -- participate remotely. And work with  
4 some of the defendants as to who's going to take the deposition  
5 and maybe the small group or whatever.

6 MR. STIO: Yeah. We talked about that last time.

7 We'll try to get a small like committee to do it.

8 THE COURT: Yeah.

9 MR. CHEIFETZ: Okay. Thank you very much.

10 THE COURT: Let's see if you can do that. If there's  
11 a problem, obviously let me know.

12 MR. CHEIFETZ: I don't anticipate there will be a  
13 problem. I've been working closely with Mr. Stio.

14 THE COURT: No. Obviously, I don't want to exclude  
15 anybody from participation.

16 MR. CHEIFETZ: Right. I just wanted to make sure  
17 that the Court was amenable to others participating.

18 THE COURT: Yes.

19 MR. CHEIFETZ: Thank you, Your Honor.

20 THE COURT: Thank you.

21 Is there anything else we need to do for the good of  
22 the order today?

23 MR. STIO: Nothing from the defense.

24 THE COURT: I will get the order entered in the next,  
25 if not today, tomorrow. So we'll full steam ahead. Thank you

1 very much.

2 MR. SHAW: Thank you, Your Honor.

3 MR. STIO: Thank you, Your Honor.

4 MR. McGEE: Thank you, Your Honor.

5 THE COURTROOM DEPUTY: All rise.

6 (Proceedings concluded at 11:54 a.m.)

7 - - - - -  
8 **FEDERAL OFFICIAL COURT REPORTER'S CERTIFICATE**  
- - - - -

9 I certify that the foregoing is a correct transcript  
10 from the record of proceedings in the above-entitled matter.

11

12

13 /S/John J. Kurz, RDR-RMR-CRR-CRC

June 6, 2024

14 Court Reporter/Transcriber

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